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ARTICLE 1
PREAMBLE

Section 1. Pursuant to policy set forth in the Federal Service Labor-Management Relations statute, 5 U.S.C. Chapter 71, the following articles of this basic agreement, together with any supplemental agreements and amendments which may be agreed to at later dates, constitute an agreement by and between the U.S. Army White Sands Missile Range, hereinafter referred to as the Employer, and Local R14-1 of the National Association of Government Employees, hereinafter referred to as the Union.

Section 2. This agreement is entered into pursuant to exclusive recognition granted to the Union under 5 U.S.C. Chapter 71 in Case No. DA-RO-30035.

ARTICLE 2
PURPOSE

The parties having as their intended purpose to promote and improve the well being of employees and the efficiency and effectiveness of government administration in areas of personnel policies and practices affecting working conditions in the federal service agree to the establishment of orderly procedures as herein provided, for meeting, conferring or negotiating on matters which are permitted by applicable laws and regulations. The Union, in fulfilling its obligations, will represent all the employees in the unit without discrimination because of race, color, religion, sex, age, national origin, or handicapping condition, and without regard to membership in the Union. It is recognized by both parties that in order to bring about the stated purpose of this agreement and preserve the public trust in carrying out the mission of White Sands Missile Range, a cooperative and constructive relationship must exist between the Union and the Employer. The parties subscribe wholeheartedly to the Code of Ethics contained in Executive Order (E.O.) 12674 of April 12, 1989 (as modified by E.O. 12731) and as incorporated in U.S. Code 5, Code of Federal Regulations Part 2635.

ARTICLE 3
RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 2 of this Article.

Section 2. The bargaining unit to which this agreement is applicable is:

Included: All Wage Grade (WG) employees of the U.S. Army Test and Evaluation Command who are attached to the White Sands Missile Range, New Mexico.

Excluded: All General Schedule (GS) employees; firefighters; nonappropriated fund employees; professional employees; guards; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6), and (7).

ARTICLE 4
DEFINITIONS

Section 1. The following definitions of terms used in this agreement shall apply:

a. ***Amendments***. Modifications of the basic agreement which add to, delete, or change sections or articles of the agreement.

b. ***Authority***. The Federal Labor Relations Authority (FLRA) established by the Civil Service Reform Act of 1978.

c. ***Days***. Means workdays unless otherwise specified.

d. ***Emergency Situation***. A sudden, immediate, and unforeseeable work requirement, involving preservation of health, welfare, and safety of personnel or protection of government property resulting from natural phenomena, civil disturbances, or other circumstances beyond the Employer's reasonable control or ability to anticipate. The parties recognize that this definition does not limit the Employer's right under 5 U.S.C. 7106(a)(2)(D) and this negotiated agreement to take whatever actions may be necessary to carry out the agency mission during emergencies.

e. ***Grievance***. "Grievance" means any complaint:

(1) by an employee concerning any matter relating to the employment of the employee;

(2) by the labor organization concerning any matter relating to the employment of any employee; or

(3) by an employee, labor organization, or agency concerning:

(a) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

(b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

f. ***Impasse***. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

g. ***Negotiability Dispute***. A disagreement between the parties as to the negotiability of an item, which must be resolved in accordance with the rules and regulations of the Federal Labor Relations Authority.

h. ***Negotiation***. Bargaining by representatives of the Employer and the Union on appropriate issues relating to personnel policies, practices, and matters affecting working conditions, with the purpose of arriving at a formal agreement.

i. ***Supplements***. Additional articles negotiated during the term of the basic agreement concerning matters not previously covered by the basic agreement.

ARTICLE 5
PROVISIONS OF LAWS AND REGULATIONS

Section 1. The Employer and the Union agree that in the administration of all matters covered by this agreement, the parties and employees are governed by:

a. existing or future laws;

b. existing government-wide rules or regulations;

c. Department of Defense and Department of Army rules and regulations in existence at the time this agreement is approved; and

d. subsequently issued rules or regulations which do not conflict with the terms of this agreement.

ARTICLE 6
SUPERVISION

Section 1. Each employee is entitled to know who his/her supervisor is, and shall normally be advised by the Employer in writing who has been designated as acting supervisor in the absence of the supervisor of record because of leave or TDY. Upon request of an employee, supervisors will arrange to meet individually with the employee to discuss work related concerns at a mutually convenient time.

Section 2. Individuals assigned to Wage Leader (WL) positions are non-supervisory members of the bargaining unit. As such, WL employees do not perform such supervisory duties as approving leave, proposing discipline, granting awards, assigning employees to training courses, and rating employees on work performance.

Section 3. In the event that an employee receives an order or directive from a higher ranking manager than his/her immediate supervisor which conflicts with a directive or order which the immediate supervisor had issued earlier, the employee may request clarification from his/her immediate supervisor, if the immediate supervisor is readily available. If the immediate supervisor is not readily available, the employee will follow the directive or order of the higher ranking manager, and notify his/her supervisor of this action as soon as practicable.

ARTICLE 7
OFFICIAL PERSONNEL FOLDERS

Section 1. The Employer and the Union agree that the Official Personnel Folder (OPF) prescribed by the Office of Personnel Management is the official repository of the records and reports of personnel actions effected during an employee's entire civilian federal service and the documents and papers required in connection with these personnel actions. The OPF provides the basic source of factual data about the employee's employment history, and is used in screening qualifications; determining status, eligibility, and rights and benefits; computing length of service; and storing information needed to provide personnel services to employees and to supervisors and other officials whose duties require access to such folders.

Section 2. Consistent with applicable law and regulations, it is agreed that each employee, and/or a designated Union representative who has been so authorized in writing by the employee, shall upon request and by appointment be permitted to review any document maintained in his/her OPF. Upon request, an employee will be provided a copy of a specific document at no cost. Costs may be assessed for additional copies of a document in accordance with applicable law and regulation. It is understood that such review of an employee's OPF shall take place in the presence of an Employer representative having custody of the OPF.

Section 3. Only those documents authorized by applicable regulations will be maintained in the OPF. Bargaining unit employees are encouraged to review their OPF at least annually for accuracy and completeness, and as soon as possible after a RIF is announced. If after reviewing his/her OPF the employee questions why a specific document has been included in the OPF, he/she should promptly request an explanation from a designated representative of the Employer, with assistance from a Union representative if requested. The Employer agrees that any document in an employee's OPF which serves as the basis for any proposed disciplinary or adverse action against that employee will be made available to the employee. Any record in the OPF which has not been made available for review by the employee will not be used as a basis for disciplinary action.

Section 4. If an employee's request for access to any records contained in his/her OPF is denied pursuant to the Privacy Act, the employee and his/her designated Union representative, if any, will be advised in writing of the procedures for appealing the denial of access.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1. Rights Retained. The Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and in accordance with applicable laws:

a. To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;

b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;

c. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and

d. To take whatever actions may be necessary to carry out the Agency mission in situations of emergency.

Section 2. Future Agreements. The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 3. The right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures implementing such decisions, will not be abridged by anything in this Article.

Section 4. Nothing in this section will preclude the Employer and the Union from negotiating:

a. Procedures which management officials of the agency will observe in exercising any authority under this section; or

b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 5. Whenever language in the agreement refers to specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. The Employer retains the right to assign work to designees in lieu of the specific individuals identified in a particular Article or Section of this agreement.

ARTICLE 9
EMPLOYEE RIGHTS

Section 1. Each employee in the bargaining unit covered by this agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

Section 2. Nothing in this agreement prevents a bargaining unit employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policies, or from being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or statutory appeal action, except those filed under the negotiated grievance procedure.

Section 3. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 4. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Civil Service Reform Act, the negotiated grievance procedure, or any other established procedure for redress of employee dissatisfaction.

Section 5. The Employer shall take such action consistent with law and regulation as may be required in order to inform employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978 and this Article.

Section 6. ACCOUNTABILITY: An employee is accountable for the performance of official duties and compliance with standards of conduct for federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities not related to the performance of their official duties or not related to their federal employment.

Section 7. NONDISCRIMINATION: No employee will be unlawfully discriminated against by either the Employer or the Union because of race, color, religion, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.

ARTICLE 10
UNION RIGHTS AND REPRESENTATION

Section 1. The Union is the exclusive representative of employees in the bargaining unit and is entitled to act for and negotiate agreements covering all employees in the unit. The Union will be obligated to represent the interests of all employees without discrimination and without regard to Union membership. The Union shall accept employees of the bargaining unit as members without discrimination based on race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition.

Section 2. The Employer agrees to negotiate with the Union on all negotiable matters required by law affecting bargaining unit employees or their conditions of employment or, as applicable, on the implementation of any new policy or changes in policy affecting those employees or their conditions of employment.

Section 3. The Union shall be given the opportunity to be represented at formal discussions between one or more representatives of the Employer and one or more bargaining unit employees, or their representatives, concerning grievances, personnel policies and practices or other general conditions of employment. The Union shall be notified in advance of such formal meetings and of its right to be represented.

Section 4. The Union shall be given the opportunity to be represented at any examination of a bargaining unit employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her, and the employee requests representation. The situation described in this section is often referred to as the Weingarten right.

Section 5.

a. The Employer shall recognize the duly elected Local officers and duly appointed official representatives designated by the Union, including stewards. The Union will furnish the Employer, in writing, and will maintain on a current basis, a list of the local Union officers and stewards, including areas of representation when designated. The Union may post the list of Local officers and/or area stewards on official bulletin boards in the space which has been authorized for the Union's use. The Employer shall recognize as stewards those bargaining unit employees who are officially designated in writing by the Union. This does not preclude the Union from electing as their officers members from outside the bargaining unit. However, Union officials not employed in the bargaining unit are not authorized official time without charge to leave to perform Union representational duties.

b. The number of stewards authorized shall be the number reasonably required in order to insure that each bargaining unit employee shall have access to a steward on his/her work shift and work location.

c. The stewards will normally represent the employees of their designated work area(s), except where otherwise determined by the Union. The stewards will meet with supervisors to discuss the application(s) of personnel practices and policies, and other matters affecting working conditions in the designated area(s). Officers and stewards are authorized to represent employees in any part of the bargaining unit. Normally the designated steward in the area where the need for a representative arises will perform the representational duties required. When there is no steward available or another steward's services are deemed necessary by the Union, a different steward will be assigned by the Union. A bargaining unit employee may request a steward from another section as his/her Union representative, and the Union will consider the employee's request. Upon request from either party, stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party.

d. The Employer will recognize representatives of the Union's National Office. The Union or the National Representative shall provide advance notice to the Employer of visits to be made by representatives of the National Office, or will call upon arrival when such advance notice is not practicable. Such visits will be for the purposes of meeting with officials of the Employer or bargaining unit employees and/or Local officers during duty hours.

Section 6. Union officers and stewards, if otherwise in an active duty status, will be allowed a reasonable amount of official time away from their assigned duties without loss of pay to receive, investigate, prepare, and present employee grievances, appeals, or Unfair Labor Practices (ULPs), or to consult and/or negotiate with appropriate officials of the Employer other matters concerning personnel policies, practices, and conditions of employment affecting bargaining unit employees. Representation shall occur at the lowest level at which a matter can be resolved, and the initial attempt at resolution normally should occur between the Union steward and the first level supervisor. The representative of the Union for entering into any written agreements regarding changes in personnel policies, practices, or conditions of employment will be the President of the Union, or his/her designee. If either party believes resolution of a matter of concern is outside its jurisdiction, the matter shall be referred to those officials of the Employer or the Union who have the authority to act upon the problem. The Union agrees that it will guard against the use of excessive time whenever such representational duties are being performed during the regular duty hours. Reasonable time for receiving, investigating, preparing, and presenting a complaint, grievance, or appeal must necessarily depend on the facts and circumstances of each, for example, number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations. A reasonable amount of official time for representational purposes will be granted for use within the confines of the activity. A Union representative required to travel off-post for representational purposes will be granted a reasonable amount of official time for this purpose. Reasonable official

time will be permitted Union officials for preparation of the LM-2 report required under 5 U.S.C. 7120(c). The Union Treasurer will be authorized reasonable official time per month for maintenance of financial records directly required for the above report. The Union recognizes that such official time is not authorized for internal union business.

Section 7. Union officers and stewards, when they desire to leave their worksite to perform representational duties, will first obtain permission from their immediate supervisor, or in the absence of the immediate supervisor, the next higher level of supervision. Such permission will normally be granted unless compelling circumstances preclude leaving at that particular time. If permission is denied, the supervisor will inform the Union representative of the reason for the denial and of the earliest possible time when the Union representative can leave his/her worksite. If the Union representative must meet with supervisors, management officials, or bargaining unit employees in another shop or worksite, he/she will insure that these individuals are available to meet before leaving his/her work area. Upon entering a shop or work area other than his/her own to meet with a bargaining unit employee, the Union representative will contact the employee's supervisor. Union representatives will report to their immediate supervisors upon return to their assigned work areas.

Section 8.

a. Any bargaining unit employee serving as a Union negotiator in collective bargaining sessions with the Employer shall be authorized official time for such purposes, including attendance at impasse proceedings, during the time the bargaining unit employee otherwise would be in a duty status. The number of bargaining unit employees for whom official time is authorized for negotiations shall not exceed the number of individuals designated as representing the Employer for such purposes.

b. The Employer further agrees that each bargaining unit employee designated in writing by the Union to serve on the Union negotiating team will be granted a reasonable amount of official duty time for preparation for (1) renegotiation of this agreement, (2) mid-term bargaining required to amend or supplement this agreement; and (3) impact and implementation bargaining necessitated by the Employer's proposed changes to personnel policies, practices, and working conditions.

Section 9. When the Employer calls a meeting with Union representatives or arranges such a meeting at the request of the Union to discuss matters of mutual interest, the Union representatives will be granted official duty time for such meetings, provided they are otherwise in an active duty status. If a particular Union representative designated to attend the meeting is not otherwise in a duty status, the parties will attempt to reschedule the meeting. Upon the request of the Union representative, the Employer will consider changing the tour of duty of the Union representative to accommodate his/her attendance at the meeting.

Section 10. All official time used by Union officers and stewards on a daily basis in performing authorized representational duties under this Article will be recorded on an official time form (Appendix A). Union representatives and supervisors will be responsible for promptly and accurately completing their respective portions of the form. The supervisor will retain a copy for his/her records, provide a copy to the Union representative, and submit accumulated forms to the Directorate of Human Resources on a weekly basis.

Section 11. In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between representational and non-representational duties, those activities concerned with the internal management of the Union, or solicitations of membership, collection of dues, campaigning for Union officers, conduct of elections for Union officers and distribution of literature will be conducted outside regular working hours. Upon advance written request and subject to normal security restrictions, the Union shall be granted permission to conduct membership drives of up to thirty (30) days duration each per year during the non-work time of the employees involved, provided there is no interference with the work of the Employer. Such membership drives shall not exceed two (2) per calendar year.

Section 12. There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this agreement and the Civil Service Reform Act.

Section 13. Bargaining unit members who desire to attend the monthly Union membership meeting may request in advance from their supervisors a change of tour of duty for that day. Such a change of tour of duty will require the bargaining unit employee to make up the duty time missed on that same day. Subject to mission requirements, the Employer agrees to normally grant such requests for a tour of duty change.

ARTICLE 11
DUES WITHHOLDING

Section 1. Eligibility. A bargaining unit employee is eligible for dues withholding under this section provided he/she regularly receives sufficient net pay, after all other deductions and allotments, to cover the full cost of his/her dues; has signed a Standard Form (SF) 1187, "Request for Payroll Deductions for Labor Organization Dues;" and has submitted the signed SF 1187 through the Union to the Defense Finance and Accounting Service.

Section 2. Union Responsibilities.

a. Inform bargaining unit members of the voluntary nature of dues withholding and of the procedures for making allotments.

b. Provide the prescribed form, SF 1187, to bargaining unit members.

c. Receive completed SF 1187s, certify them for conformance with this dues withholding agreement, and forward them to the Defense Finance and Accounting Service.

d. Notify the Defense Finance and Accounting Service in writing whenever a dues-paying bargaining unit member loses his/her good standing in the Union.

e. Change its standard dues deduction no more than once each twelve (12) months.

Section 3. Employer Responsibilities.

a. Withhold and remit to the Union's National Office on a biweekly pay period basis the dues payments of Union members for whom the required SF 1187 authorization form was received by the Employer during the previous pay period, or earlier.

b. Provide to the Union's National Office a listing of the members whose dues are included, the amount withheld, and copies of any dues revocation forms. A duplicate copy of the member listing and revocation forms, if any, will be provided to the Local R14-1 Union President.

Section 4. Termination of Dues Withholding.

a. Voluntary.

(1) An employee may voluntarily revoke his/her dues allotment by completing SF 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," and submitting this form directly to the Defense Finance and Accounting Service. The SF 1188 will be provided by the

Employer. When the employee elects not to use the SF 1188, other written notification signed and dated by the employee will be accepted.

(2) An employee may submit a written revocation of dues allotment (SF 1188 or other written notification) at any time. However, the dues revocation will not become effective until the beginning of the first full pay period which begins on or after 1 March of any calendar year, provided the revocation notice has been received by the Defense Finance and Accounting Service prior to that date and the employee has been a dues paying member for at least twelve (12) months prior to 1 March. An employee who wishes to revoke his/her dues and has not been a dues paying member for at least twelve (12) months will have his/her revocation effected at the beginning of the first full pay period following the twelfth month the employee has been a dues paying member, provided such request has been received by the Defense Finance and Accounting Service prior to that date.

b. Involuntary. An employee's allotment for payment of Union dues shall be involuntarily terminated at the beginning of the first full pay period following the pay period in which any of the following occur:

(1) Separation of the employee.

(2) Loss of exclusive recognition accorded to the Union for the bargaining unit.

(3) The employee ceases to be a member of the bargaining unit because of transfer, promotion, or other personnel action.

(4) Receipt by the Employer of written notice from the Union that the employee has ceased to be a member in good standing of the Union.

(5) Suspension or termination of this dues withholding agreement by an appropriate authority outside the Department of Defense.

Section 5. Allotted dues will be withheld by the Employer on a biweekly pay period basis. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by Local R14-1, the Defense Finance and Accounting Service will be notified in writing by the President of the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the next full pay period unless a later date is specified by the Union, and provided the written notice is received by the Defense Finance and Accounting Service at least two (2) workdays before the first day of the pay period in which the amended dues amount is to be effective. New SF 1187 authorization forms are not required. Only one such change may be made by the Union in any period of twelve (12) consecutive months.

Section 6. The Defense Finance and Accounting Service will send to the NAGE Comptroller, Fiscal Officer, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213 the remittance check of dues withheld after each biweekly payroll period for which deductions are made. A listing of names of members for whom dues were withheld, the amounts withheld, names of individuals dropped from dues withholding and the reasons therefore, and names of members from whom no deductions were made, and the reasons (e.g., LWOP) will be forwarded to the above address.

Section 7. An SF 1187 authorizing allotment of dues may be submitted to the Defense Finance and Accounting Service at any time. Allotments received before the Friday preceding the beginning of a pay period will be effective beginning with the first full pay period following receipt of the SF 1187.

Section 8. The Union will indemnify, hold harmless, or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reason of its acting hereunder.

ARTICLE 12
USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Employer agrees to provide the Union office space and utilities without charge in accordance with the applicable licensing arrangement signed by the parties. The Union agrees to use the utilities in a prudent manner and to participate in the Employer's utility conservation efforts. One (1) telephone line for on post calls will be made available to the Union at no charge to the Union. The Union will not pay for local calls, but agrees to pay for all toll calls, and will be responsible for the telephone instrument and its authorized use. The parties recognize that use of the office space and furnishings by the Union is subject to the priority needs of the Employer, and that any proposed changes in the Union's office space or furnishings is a proper subject for negotiation by the parties.

Section 2. It is recognized by the parties that the internal mail service of the Employer has been established for the distribution of official mail directly related to the mission of White Sands Missile Range. The Employer therefore agrees to allow the Union to use the on-post distribution system for the dissemination of correspondence directly related to the Union's representational responsibilities involving employees in the bargaining unit covered by this agreement. The Union agrees that the use of the Employer's internal mail service does not extend to any written material relating to the Union's internal affairs, such as monthly newsletters, notices of elections, or solicitations of membership.

Section 3. Reasonable space on official bulletin boards of the Employer which are located at or near the worksites of bargaining unit employees shall be available for use by the Union in accordance with applicable regulations. Any information posted by the Union will not violate any law or applicable regulation, or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will insure that material is kept current, and will maintain its designated bulletin board space in a neat and orderly manner. The space authorized for the Union's use will be clearly marked by the words "NAGE Local R14-1".

Section 4. A copy of this agreement will be furnished to all present and future bargaining unit employees covered by this agreement and to the supervisory personnel responsible for administering this agreement. The cost of printing this agreement shall be borne by the Employer.

Section 5. The Employer agrees to furnish to the Union once every three (3) months a complete listing of employees in the bargaining unit covered by this agreement. Such listing shall contain names, job classification, and organizational location of each employee.

Section 6. One (1) copy of the WSMR Supervisor's Guide, and any changes thereto, will be provided to the Union. Copies of regulations and policies issued by the Office of Personnel

Management, other appropriate authorities, or the agency are accessible to the Union through the Directorate of Human Resources library or the Adjutant General library.

Section 7. The Employer agrees to allow the Union officers to use copy machines to make copies of material directly related to their representational duties. This material will consist of grievances, appeals, responses to proposed disciplinary actions, including supporting documentation, and Union responses to Employer correspondence. This does not extend to any material relating to the Union's internal affairs. The Union will abide by the standard operational and accountability procedures for the copier followed by other organizations.

Section 8. The Union may submit to the Publisher informational material for inclusion in the installation newspaper. Inclusion of such material will be subject to review for propriety, availability of space, and newsworthiness as determined by the Employer.

ARTICLE 13
COMMITTEES

Section 1. If the Employer establishes a task force or committee not provided for in separate articles of this agreement which includes bargaining unit employees and affects personnel policies, practices, and working conditions of bargaining unit employees, the Employer must give the Union advance notice and allow the Union to designate its representative(s).

Section 2. The Union will designate its representative(s) within ten (10) days after being notified by the Employer of the establishment of such a committee as stated in Section 1. If the Union's representative is not accepted, the reasons will be given to the Union orally, and upon request of the Union, a written response will be provided by the Commander or designee as soon as possible.

Section 3. The Union representative(s) shall be a full participating member(s) of all such committees, and shall receive copies of materials used and a copy of all minutes taken.

ARTICLE 14
ORIENTATION OF NEW BARGAINING UNIT EMPLOYEES

Section 1. All new employees shall be informed by the Employer that NAGE Local R14-1 is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of this agreement from the Employer, together with a list of the officers and representatives of the Union. The Union will provide this listing to the Employer.

Section 2. Representatives of the Union shall be afforded ten (10) minutes to speak at orientation of new employees, to provide such employees with an introduction to the purposes, goals, and achievements of the Union.

ARTICLE 15
UNION-EMPLOYER MEETINGS

Section 1. The parties agree that meetings between representatives of the Employer and the Union shall be held as necessary for the purpose of exchanging information of mutual interest; attempting to resolve problems concerning the working environment of bargaining unit employees; administering this agreement; and conferring on personnel policies, practices or other matters affecting the working conditions of bargaining unit employees. Union-management meetings shall in no way nullify or abrogate the right of the Union to negotiate on all negotiable matters. Such meetings shall be conducted in an atmosphere that will foster mutual respect. In the interest of efficient use of personnel resources, the parties agree that the number of Union representatives in attendance at such meetings shall be no less than two (2) nor more than four (4) to effectively transact the business of the meeting.

Section 2. Joint Union-Employer meetings shall be held at mutually agreeable times upon request by either party. Either party desiring to meet with the other shall give advance notice to the other party. Specific item(s) for discussion normally will be provided in advance of the meeting by either party, although items not submitted may be discussed if it is mutually agreed to do so. New or changed policy proposals which cannot be readily agreed to at a Union-Employer meeting may be submitted for negotiation in accordance with negotiation procedures established in this agreement. Union-Employer meetings will be conducted during regular duty hours, with Union officials in attendance authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

Section 3. The Employer agrees to schedule a quarterly meeting between officers of the Union and the Installation Commander or designee for the purpose of reviewing and discussing items of mutual concern. The parties recognize that such meetings will be informational rather than decisional in nature. These quarterly meetings will not circumvent established grievance and negotiation procedures set forth in this agreement, nor any other procedure provided for in law or regulation for the resolution of dissatisfaction. A written agenda will be provided to the Directorate of Human Resources by the Union not later than five (5) workdays prior to such meeting. Matters discussed during the meeting will be limited to items stated on the written agenda provided by the Union.

Section 4. Prior to submission of an Unfair Labor Practice (ULP) charge form to the Federal Labor Relations Authority (FLRA), the charging party will serve the charged party with a copy of the ULP charge. The charged party will request in writing a meeting with the charging party to discuss the issue informally in an attempt to resolve the matter. Such meeting will take place within two (2) workdays of the date requested unless an extension is agreed upon. If the ULP

charge cannot be informally settled as a result of this meeting, the charging party is free to submit the ULP charge to the FLRA.

ARTICLE 16
NEGOTIATIONS

Section 1. Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith, and in such manner as will further the public interest. The procedures established in this Article shall be used by the parties when negotiating on all negotiable matters required by law affecting the employees or their conditions of employment, or as applicable, on the implementation of any new policy or change in policy affecting the employees or their conditions of employment. These procedures also apply to the negotiation of supplements and amendments to the basic agreement between the parties. The Employer agrees to provide the Union with advance written notice of and an opportunity to negotiate on these negotiable matters. Management recognizes the Union's right to submit changes or additional counterproposals at the bargaining table.

Section 2. Upon being notified by the Employer of a proposed new policy or practice, or a proposed change to existing policy or practice, the Union shall have ten (10) workdays in which to review the Employer's proposal and advise the Employer of its intentions, unless the Employer advises the Union that an earlier response is necessary due to extenuating circumstances. Where immediate implementation of the change is necessary to carry out the requirements of the Employer, temporary instructions will be issued and impact and implementation bargaining will ensue within two (2) workdays. If the proposal is acceptable as presented by the Employer, the Union shall notify the Employer of this fact. If the Union has questions regarding the proposal, or desires clarification, the Union shall make a request to the Directorate of Human Resources to meet with the proposal's proponent in order to discuss and clarify the proposal. The Union will indicate the specific area(s) requiring clarification or discussion, and the Employer will arrange a meeting with the proponent at a mutually agreed upon time. If, after discussion with the proponent, the proposal is acceptable to the Union, the Union shall notify the Employer of this fact. If the proposal is unacceptable after discussion with the proponent, the Union shall submit a written request to negotiate the proposal to the Directorate of Human Resources within five (5) workdays after the discussion. If there are no questions, and the proposal is not acceptable, the Union shall submit a written request to negotiate the proposal to the Directorate of Human Resources within ten (10) workdays after being advised of the proposal. To facilitate the negotiating process, all requests for negotiations normally shall be accompanied by a copy of the specific counterproposal desired by the Union. Non-response by the Union within the established time frames will be interpreted as acceptance by the Union, and the Employer may implement the proposal without further notice. Negotiations requested by the Union regarding a proposed new policy or practice or a proposed change to existing policy or practice, which would affect the working conditions of bargaining unit employees shall be conducted in accordance with the provisions set forth in Sections 3, 4, and 5 of this Article.

Section 3. A request to negotiate under this article will be in writing and state the nature of the request. The following procedures will be used when negotiating amendments or supplements to

this agreement. Negotiation sessions may be requested in writing by either party. Such requests shall state the specific subject matter to be considered at such sessions, and shall contain written proposals for consideration by the other party.

a. The negotiating teams of each party shall consist of no more than five (5) members.

b. The chief spokesperson for each party will speak for their respective teams, but may at their discretion allow their other team members to participate in any discussion. A chief spokesperson shall be designated in writing by each party.

c. Names of the members on each negotiating team will be exchanged formally by the parties in writing no later than three (3) calendar days prior to the beginning of negotiations. Any changes regarding team membership will be submitted to the other party no later than one (1) day prior to the next negotiation session.

d. Negotiations will begin on a mutually agreed date no later than thirty (30) days from receipt of proposals. The parties will meet at least twice a week for two (2) hours each session, unless shortened or extended by mutual agreement. The Employer will furnish a room suitable for negotiations, and to the extent possible, room(s) that will allow both parties to caucus.

e. Union negotiators who are members of the bargaining unit for which negotiations are being conducted will be authorized official time for the negotiation sessions, during the time the Union negotiator otherwise would be in a duty status. These Union negotiators will be authorized preparation time in accordance with Article 10, Union Rights and Representation.

f. Upon reaching agreement on any supplement or amendment to the contract, the chief spokespersons shall signify agreement by initialing the agreed upon item. Upon reaching agreement on all supplements or amendments, the agreement shall be signed by the members of both negotiating committees, and also signed by the Union President and the Employer. It is recognized by the parties that all supplements or amendments to this agreement are subject to review for legal and regulatory compliance by the Defense Civilian Personnel Management Service. Any supplements or amendments will remain effective concurrent to the basic agreement.

g. Upon reaching agreement on a proposed new policy or practice, or a proposed change to existing policy or practice affecting the conditions of employment of bargaining unit employees, the spokespersons for the Employer and the Union shall sign the agreement reached, with a copy of the agreement provided to both parties.

Section 4. When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel.

Section 5. If an issue develops over the negotiability of any item under discussion by the parties, the issue will be resolved in accordance with applicable provisions of Title VII of the CSRA and the rules and regulations of the Federal Labor Relations Authority.

Section 6. The Employer agrees to negotiate with the Union on all negotiable matters required by law affecting the employees or their conditions of employment or, as applicable, on the implementation of any new policy or changes in policy affecting the employees or their conditions of employment.

ARTICLE 17
GRIEVANCE PROCEDURE

Section 1. The parties agree that this negotiated grievance procedure will apply to matters of concern or dissatisfaction regarding the interpretation, application, or violations of law, regulations, or this agreement; conditions of employment, including prohibited personnel practice charges; and disciplinary and adverse actions. It will apply to all matters indicated above, whether or not set forth in this agreement.

Section 2. The Union and the Employer recognize the importance of settling disagreements and disputes in a prompt, fair, and orderly manner which will maintain the self-respect of the parties involved and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Section 3. Excluded from coverage of this procedure are all issues which involve:

a. Prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under Section 7532 of Title 5, United States Code (National Security).

d. Any examination, certification, or appointment.

e. The classification of any position which does not result in the reduction in grade or pay of an employee.

f. The non-adoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award, except where this is alleged to be based on reprisal.

g. Termination of a temporary promotion and return of the bargaining unit employee who was temporarily promoted to the position from which temporarily promoted.

h. Non-selection for promotion from a group of properly ranked and certified candidates, except where personnel practices prohibited by law are alleged.

i. A proposed notice of an action which, if effected, would then be eligible for consideration as a grievance.

j. Separation of bargaining unit employees during probationary or trial periods.

k. Allegations of mismanagement when no form of personal relief to the bargaining unit employee is appropriate (for example, complaints to the Inspector General or a member of Congress).

l. Reduction-in-Force. (These actions are appealable to the Merit Systems Protection Board.)

m. Allegations of discrimination involving Equal Employment Opportunity (EEO) matters.

n. The termination of a temporary bargaining unit employee with a definite time limited appointment, on or before the expiration date of the appointment.

Section 4. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure or is subject to arbitration will be referred to an arbitrator as a threshold issue in the arbitration on the merits of the grievance.

Section 5. A grievance may be undertaken by the Union, a bargaining unit employee, or a group of employees. Reasonable time will be allowed during working hours for employee(s) and Union representatives to prepare and present grievances under this Article. An employee or group of employees in the bargaining unit covered by this agreement, in filing a grievance under this procedure, may be represented only by the Union. In this context, the Employer recognizes the right of the Union to designate its own representatives. An employee or group of employees wishing to present such a grievance without Union representation may do so; however, any adjustment of the grievance must not be inconsistent with the terms of this agreement, and the Union shall be afforded the opportunity to be present during the grievance proceeding. In exercising their rights to present a grievance, bargaining unit employees and Union representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.

Section 6. An aggrieved employee affected by a removal or reduction in grade for unacceptable performance, or by an adverse action, may at his/her option raise the matter under a statutory appeals procedure, or the negotiated grievance procedure, but not both. An employee will be deemed to have exercised his/her option under this section when the employee timely files a notice of appeal under the appellate procedure, or files a timely grievance in writing under the negotiated grievance procedure.

Section 7. A bargaining unit employee may terminate his/her grievance in writing at any time. If a bargaining unit employee resigns, transfers, or otherwise leaves the bargaining unit prior to the issuance of a final decision on his/her grievance, and no issue of compensation is involved, the grievance will be terminated and all parties notified in writing by the Employer. If compensation is involved, the grievance will not be terminated. In a group grievance involving two (2) or more bargaining unit employees, the departure from the bargaining unit of one (1) grievant will have no effect on the processing of the grievance for the remaining grievants.

Section 8. The following steps will be used for resolving grievances under this procedure:

Step 1. The grievance shall first be presented in writing and discussed with the immediate supervisor by the grievant and his/her Union representative, if the grievant elects to have one. The grievant shall plainly identify the discussion as a grievance, provide his/her supervisor with specific details of the grievance, and indicate the corrective action desired in order to resolve the grievance. If the grievance involves the first line supervisor, the grievant may go to the second level supervisor with his/her Step 1 grievance. The Step 1 grievance must be initiated within twenty (20) workdays of the incident that gave rise to the grievance, unless the grievant was unaware of the incident by such time. In that case, the grievance must be initiated within twenty (20) workdays from the date the grievant becomes aware of the incident. The supervisor will provide a written decision to the grievant, with a copy to his/her Union representative, if any, within seven (7) workdays after presentation of the grievance. Included with such decision shall be a written statement indicating the grievant's right to submit the grievance to the next level of supervision within ten (10) workdays.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievant or his/her representative will submit the grievance in writing within ten (10) workdays to the next higher level supervisor, who will call and arrange to meet and discuss possible resolution with the grievant and his/her representative within five (5) workdays after receiving the written grievance. The written grievance shall also contain the duty phone numbers of the grievant and his/her Union representative, if any. A written decision will be provided to the grievant with a copy to his/her Union representative, if any, within ten (10) workdays following the meeting.

Step 3. If a satisfactory settlement has not been reached at Step 2, the grievant or his/her representative will submit the grievance in writing within ten (10) workdays from receipt of the Step 2 decision to the installation Commander. The installation Commander or his/her designated representative, will review the grievance, conduct whatever analysis and investigation he/she deems necessary to resolve the grievance, and render a written decision on the grievance no later than ten (10) workdays from date of receipt of the employee's grievance. If the decision is unsatisfactory to the grievant and/or the Union, only the Union may invoke arbitration in accordance with the provisions of Article 18.

Section 9. Grievances of the Union will be submitted in writing by the Union President, or his/her designee, to the installation Commander within fifteen (15) workdays of the occurrence which caused the grievance. The written grievance will state the basis for the grievance and the corrective action sought. A meeting will be held within ten (10) workdays of receipt of the Union grievance between appropriate officials of the Employer and the Union in an attempt to resolve the grievance. The Union President, or his/her designee, will be given a written decision by the installation Commander or his/her designated representative within ten (10) workdays after the meeting. If the grievance is not resolved to the satisfaction of the Union, the Union President may then submit the grievance to arbitration under the provisions of Article 18.

Section 10. Employer grievances will be submitted by the installation Commander, or his/her designee, to the Union President within fifteen (15) workdays of the occurrence which caused the grievance. The written grievance will state the basis for the grievance and the corrective action sought. A meeting will be held within ten (10) workdays of receipt of the Employer grievance between appropriate officials of the Employer and the Union in an attempt to resolve the grievance. The installation Commander, or his/her designee, will be given a written decision by the Union President, or his/her designee, within ten (10) workdays after the meeting. If the grievance is not resolved to the satisfaction of the Employer, the installation Commander or his/her designee may then submit the grievance to arbitration under the provisions of Article 18.

Section 11. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the grievant and/or the Union to advance the grievance to the next step. Failure of the grievant or the Union to observe the time limits at any step of the procedure will have the effect of cancelling the grievance as untimely. An extension of time limits for each step of the grievance procedure not to exceed ten (10) work days will automatically be granted upon request of either party provided that a request for such extension is received by the other party prior to expiration of the applicable time limits. Additional extensions of time may be granted by mutual consent. A grievance may be withdrawn by the grievant at any time.

Section 12. Grievances Concerning Disciplinary Actions. If a bargaining unit employee desires to contest by means of the negotiated grievance procedure a disciplinary action imposed by the Employer, he/she, with the assistance of a Union representative if desired, will initiate the grievance in writing at Step 3 of the negotiated procedure set forth in Section 8 of this Article.

Section 13. Upon the filing of a grievance, a bargaining unit employee and/or his/her Union representative upon request will be allowed to review documentation directly pertaining to the action being grieved that is releasable under applicable law and regulation. This should be provided at the earliest possible time after being requested. At their request, employees or their designated representatives will be provided with a copy of the material reviewed that is considered necessary to process the grievance, in accordance with applicable law and regulation.

ARTICLE 18
ARBITRATION

Section 1. If the parties fail to satisfactorily settle a grievance, either party may invoke binding arbitration. The request to invoke arbitration must be in writing and must be received by the Commander (or designee) or the Union President (or designee) within thirty (30) workdays of the date of receipt of the final grievance decision. Only the parties to this agreement may invoke arbitration.

Section 2. Within five (5) workdays after the Commander or the Union President or their designee receives the arbitration request, the Employer and the Union will jointly request that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) impartial persons qualified to act as arbitrators. Representatives of the Union and the Employer will meet within seven (7) workdays after receipt of such a list. A representative of the Union and a representative of the Employer will each strike one arbitrator's name from the list of seven alternately until there is one name remaining. The remaining name will be the duly selected arbitrator. A flip of a coin will decide which party strikes first.

Section 3. Following selection of the arbitrator and indication of his/her availability, the parties will in good faith attempt to define the issue or issues to be decided by the arbitrator, and if agreement is reached will jointly notify the arbitrator in writing. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present at the hearing their respective issues to the arbitrator, who will then determine the issue to be heard.

Section 4.

a. A submission to the arbitration hearing is used when a formal hearing is necessary to develop and establish facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator. The arbitration hearing shall be held on the Employer's premises during the regular day-shift hours of the normal basic work week.

b. The aggrieved employee, his/her Union representative, and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty for a reasonable period of time without loss of pay or charge to annual leave to prepare for arbitration. The aggrieved employee and his/her Union representative will be granted official duty time to participate in the arbitration proceeding.

c. All witnesses of both parties will be present at the beginning of the arbitration session. If the arbitrator determines that time will not permit witness(es) to testify on that day, or that the presence of a particular witness is not otherwise required, the employee(s) will return to their worksite. The Employer agrees to assure that all witnesses otherwise in a duty status will be readily available to testify as required by the arbitrator. Employee participants assigned to tours

of duty other than the regular day-shift will be temporarily placed on the day-shift for the day(s) of the arbitration hearing. Travel costs, overtime, and other expenses of employee participants shall not be borne by the Employer.

Section 5. The cost of the arbitrator and his/her expenses will be borne equally by both parties. Transcripts of arbitration proceedings are not required. If both parties desire a transcript, the cost will be shared equally. Absent mutual agreement, the declining party waives any and all rights to services and materials obtained at the expense of the other party. The parties shall bear their own individual expenses during the arbitration proceedings. The party requesting arbitration may withdraw the request at any time prior to the actual convening of a hearing. However, once a definite hearing date has been established with an arbitrator, it is agreed that the party requesting such a withdrawal will make every reasonable effort to notify the other party and the arbitrator of its desire as far in advance of the scheduled hearing date as possible. Any costs assessed by an arbitrator because of the cancellation or postponement of a previously scheduled hearing shall be borne by the party which requested such cancellation or postpone-ment. Should the Employer be unable to assure the availability of witnesses as stated in Section 4 of this Article, the Employer will request cancellation or postponement.

Section 6. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by Section 7701(c)(1) of Title 5, United States Code, as applicable.

Section 7. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 8. The arbitrator shall have no authority to add to, change, modify, alter, or delete any provision of this agreement. The authority of the arbitrator will extend to the interpretation of agency regulations, provisions of law, or regulations of appropriate authorities outside the agency. The arbitrator will make no findings of fact, recommendations, or interpretations of this agreement except to the extent necessary to resolve the issue(s) submitted or determined.

Section 9. The arbitrator's decision shall be binding on the parties. However, either party may file exceptions to the arbitration award in accordance with the provisions of Title VII of the Civil Service Reform Act and the Rules and Regulations of the Federal Labor Relations Authority.

ARTICLE 19
BASIC WORK WEEK AND HOURS OF DUTY

Section 1. The normal basic workweek will consist of five (5) consecutive eight (8) hour workdays beginning at 0745 Monday through 1615 hours Friday, with the exception of those bargaining unit employees whose services have been determined by the Employer to require a workweek other than a normal basic workweek. Hours of work, shifts, and tours of duty have been established by the Employer in accordance with management's retained rights under 5 U.S.C.7106. The Employer recognizes that the impact and implementation of its decisions to change established hours of work, shifts, and tours of duty is a proper subject of bargaining.

a. The Employer recognizes the need to notify employees of changes in the individual's normal basic workweek as far in advance as practicable, and agrees to do so at least ten (10) workdays in advance of the change when the requirement is known at least ten (10) workdays in advance.

b. When a change in an individual's normal basic workweek is required with less than ten (10) workdays notice, the Employer will notify the employee as far in advance as practicable, normally not later than the end of the administrative workweek prior to the week in which the changed schedule is to be worked, unless the head of the agency determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 2. Bargaining unit employees who work in continuous operations will be assigned to a rotating tour of duty. Rotating tours of duty will be changed every two (2) pay periods. Two (2) consecutive days off outside the basic workweek will be granted each employee, unless circumstances, as determined by the Employer, require a change to this practice.

Section 3. Employees of the bargaining unit whose work situations as determined by their immediate supervisor meet one of the following criteria will be granted a rest period at the worksite or a designated break area not to exceed fifteen (15) minutes during each four (4) hours of continuous work:

a. Hazardous work or that which requires continual and/or considerable physical exertion and rest periods are needed for protection of employee's health.

b. Where there is a need to reduce the accident rate by removal of fatigue potential.

c. Where the work is in confined spaces or in areas where normal personal activities are restricted.

d. Where an increase in, or maintenance of, high quality and/or high quantity production is traceable to the rest period.

Any dispute between employees and supervisors as to the establishment of a rest break is grievable under the negotiated grievance procedure. The Union recognizes that when there are work requirements of an urgent nature to be met, the immediate supervisor may determine that an otherwise authorized rest period will not be granted to an employee or group of employees, or will be changed to a later time.

Section 4. Rest periods will not be a continuation of the lunch period, nor may they be granted immediately after the beginning of the tour of duty or immediately prior to the end of the tour of duty. If the period from the beginning of the daily tour of duty to the scheduled lunch period is less than four (4) hours, a rest period will be granted only in unusual circumstances.

Section 5. In those work areas where rest periods have been authorized, the immediate supervisor will determine if such rest periods are to be taken at the same time by all employees or on an individual basis at staggered times because of workload requirements.

Section 6.

a. Thirty (30) minutes duty free non-paid lunch periods normally will be granted.

b. When the Employer requires work in lieu of a scheduled thirty (30) minute duty free non-paid lunch period, the employee will be compensated appropriately.

c. The Union recognizes that mission support requirements of the Employer may necessitate an employee's remaining at his/her worksite during the lunch period. When such is the case, a lunch period of not more than twenty (20) minutes shall be granted and shall be considered time worked for which compensation shall be allowed. When this on-the-job lunch period is in effect, bargaining unit employees must spend the lunch period time in close proximity to their work stations so as to be immediately available to perform their assigned duties.

Section 7. Applicable law and regulations require that use of government vehicles must be for official business use only. Use of government vehicles during an employee's normal non-duty periods, including breaks and meal periods, generally constitutes personal use in violation of law and regulations. Questionable situations must be brought to the attention of the Employer in advance, and each instance must be separately considered for possible justification.

Section 8. For bargaining unit employees in Wage Grade (WG) positions a night shift differential of seven and one-half percent (7 1/2%) will be paid for the entire shift when a majority of the WG employee's regularly scheduled non-overtime hours of work occur between 1500 and 2400. A night shift differential of ten percent (10%) will be paid for the entire shift when a majority of the WG employee's regularly scheduled non-overtime hours occur between 2300 and 0800.

Section 9. The basic workweek for bargaining unit employees assigned to the variable tour normally will consist of eight (8) work hours per day, Monday through Friday, with the exception

of those bargaining unit employees whose services have been determined by the Employer to require a workweek other than the normal variable tour basic workweek in order to meet mission requirements. The first eight (8) hours of work of each daily tour of duty will constitute the basic tour although the starting and completion times for each daily tour may vary from day to day.

a. The variable tour tentative daily work schedule will be updated at daily intervals based on the T minus three (3) day range schedule and confirmed no less than twenty-four (24) hours before the daily tour is to be worked. The Union recognizes that X-rays (high priority missions), cancellations, and emergencies may require that less than twenty-four (24) hours notice of a change in the scheduled daily tour be given to variable tour employees. However, the Employer agrees to minimize to the extent practicable such changes in daily tour with less than twenty-four (24) hours notice, being mindful of hardship to the employee.

b. Bargaining unit employees assigned to the variable tour will not be scheduled to be in a duty status in excess of sixteen (16) hours during a twenty-four (24)-hour period, and there will be a turnaround time between daily hours of duty of not less than ten (10) hours; exceptions may be made as determined by the Commander or his/her authorized representative. Extension beyond sixteen (16) hours and on-call overtime will be used sparingly due to the inconvenience to the employee.

Section 10. Bargaining unit employees normally will be assigned to a standard tour of duty (0745-1615) while on leave and while attending on-post training.

Section 11. A bargaining unit employee working on a shift when daylight savings time goes into effect is considered on duty for the normal number of hours of that shift, provided the hour lost is charged to annual leave, leave without pay, (or sick leave, if applicable). If no charge is made to leave, pay may be allowed only for the actual number of hours worked. When a change to standard time goes into effect, bargaining unit employees working shifts during the change will be paid one (1) hour overtime if they work the full shift, or will be paid for the actual number of hours worked.

Section 12. In those work areas where the Employer determines that such is required by the nature of the work, employees will be authorized a five (5) minute clean up period prior to lunch and a ten (10) minute clean up time at the end of the tour of duty. When a supervisor determines that additional clean up time is necessary due to work-related circumstances, such time normally will be granted and the affected employees will be notified of this decision.

Section 13.

a. To the maximum extent practicable, Temporary Duty (TDY) schedules under the specific control of the Employer will normally be scheduled to provide for the employee to travel during the normal work week. When it is essential to require an employee to travel during non-duty hours, the Employer will record its reasons for ordering travel at those hours and will, upon

request, furnish a copy of the statement to the employee concerned. Employees will be appropriately compensated for performing TDY travel in accordance with applicable laws and regulations.

b. When an employee is assigned TDY within the continental United States (CONUS), he/she may, if determined by the Employer in advance to be more advantageous to the government, be permitted to use his/her private vehicle and be reimbursed at constructive common carrier rates. Use of private vehicles will be the Employer's decision and contingent upon such factors as requirements of the TDY assignment, time, and availability of government or commercial transportation.

Section 14. Drivers of government vehicles will not be required by the Employer to check vehicles before start of regular work hours or after end of regular work hours unless they are being compensated for such services. Such checks will normally be accomplished during normal duty hours, unless employees are being compensated premium pay.

Section 15. Subject to operational requirements, supervisors upon advance request may adjust the daily tour of duty of individual bargaining unit employees for such reasons as attending school, participation in off the job training, or recurring medical or dental appointments. If such a request for an adjusted tour of duty is denied, the Employer will provide the employee with cogent reasons for this action.

ARTICLE 20
ADVERSE WEATHER CONDITIONS

Section 1. The granting of administrative leave is a Command prerogative. All decisions related to early dismissal or delayed reporting for duty because of inclement weather conditions will be made by the Employer in accordance with its established procedures and this article. Such decisions will be promptly communicated to affected bargaining unit employees.

Section 2. When adverse weather conditions prevail, the Employer will gather information regarding highway and climatic conditions from appropriate sources. The Employer will evaluate the information to determine if an early dismissal or a delayed arrival time for employees is appropriate under the circumstances.

Section 3. When the Employer determines that adverse weather conditions warrant an early dismissal of bargaining unit employees, notification will be accomplished by such means as electronic mail and telephone to affected organizations. The following guidelines will apply:

a. Employees who have been designated as emergency-essential employees by the Employer will be required to remain on duty when other employees have been dismissed, in order to perform operations determined to be essential to the installation.

b. Employees on duty who are dismissed will receive excused absence for the remaining hours of the work shift.

c. If the employee was on duty and departed on approved leave after official word was received but before the time set for dismissal, he/she will be charged leave only from the time the employee departed until the time set for dismissal.

d. If the employee was scheduled to report for duty after an initial period of approved leave and dismissal is authorized before the employee has reported for duty, leave will be charged until the time set for dismissal.

e. If the employee was absent on approved leave for the entire work shift, the entire absence is charged to appropriate leave.

Section 4. When the Employer during non-duty hours determines to cancel or delay the start of a work shift due to adverse weather conditions, this information will be disseminated to radio stations identified in the Employer's inclement weather guidance policy. Bargaining unit employees should listen to a designated radio station for instructions. The absence of any announcement indicates the installation will be open.

Section 5. The parties recognize that the installation's large land area, geographic features, and dispersion of worksites may result in situations in which only a portion of the post is closed due to adverse weather conditions, or only employees who reside in a particular area are authorized early dismissal or delayed reporting for duty. Some examples of these situations might include a delayed reporting time for Stallion Range Center employees only due to extreme weather conditions in the northern portion of the missile range, or early dismissal of employees who are residents of the Las Cruces area because of snowy and icy conditions on U.S. Highway 70 in the San Augustin Pass.

ARTICLE 21
ADJUSTMENT OF WORK SCHEDULES FOR RELIGIOUS OBSERVANCES

Section 1. Under applicable law and regulation, an employee whose religious beliefs require abstention from work during certain periods of time may elect to engage in compensatory overtime work for time lost for meeting those religious requirements.

Section 2. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Employer's mission, the Employer shall in each instance afford the employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

Section 3. For the purpose stated in Section 2, the employee may work such compensatory overtime before or after the grant of compensatory time off, as agreed to by the supervisor. A grant of advance compensatory time off should be repaid by the appropriate amount of compensatory overtime work within a reasonable amount of time. Compensatory overtime shall be credited to an employee on an hour for hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory overtime earned and used.

Section 4. The premium pay provisions for overtime work in Subpart A of Part 550 of Title 5, Code of Federal Regulations, and Section 7 of the Fair Labor Standards Act of 1938 as amended, do not apply to compensatory overtime work performed by an employee for religious observances.

ARTICLE 22
COMPRESSED WORK SCHEDULE

Section 1. The Employer has formed a study group with Union representation to evaluate the feasibility of establishing a common work schedule, to include a Compressed Work Schedule (CWS), at the installation. It is understood by the Employer and the Union that certain bargaining unit employees, because of their job responsibilities, may not be authorized to participate in a CWS.

Section 2. If the study group recommendation for an expanded CWS is adopted by the Commander, the procedures established for the CWS will be applicable to bargaining unit employees and made a part of this agreement, following impact and implementation bargaining with the Union.

Section 3. The Employer and the Union will meet once a month to review the CWS to evaluate and insure that the schedule is not having an adverse impact on the mission and the Employer will take the views of the Union into consideration. The Employer will determine if an adopted CWS is satisfactory, and reserves the right to discontinue such a schedule, if it proves not to be in the best interest of the Employer. Prior to discontinuing the CWS, the Employer will bargain with the Union over the impact and implementation of that decision.

Section 4. If the Commander does not approve the adoption of a CWS, the parties will conduct such additional negotiations as may be required to address the subject of a CWS for bargaining unit employees.

ARTICLE 23
OVERTIME

Section 1. The Employer has the right to assign overtime work. When the Employer has determined both that overtime work is necessary and that it will be performed by qualified bargaining unit employees, overtime assignments shall be distributed as equally as practicable among all qualified employees within the occupation in the organizational element for which overtime has been authorized. In no case will overtime work be assigned to any employee as a reward or punishment. Employees will be compensated for overtime work in accordance with applicable law and regulations.

Section 2. The Employer agrees to maintain records of overtime work performed by bargaining unit employees. Such records shall be made available to the employee and his/her Union representative upon request.

Section 3. The Employer will notify affected bargaining unit employees of the likely possibility of scheduled overtime (this excludes emergency overtime) as soon as practicable after the Employer becomes aware that the likelihood of such overtime exists. When the scheduled overtime has been confirmed and approved, the Employer will promptly notify affected bargaining unit employees of the necessity to perform the overtime work. Such notification will be provided at least one (1) day in advance of the scheduled period of overtime. Cogent reasons for late notification or cancellation of previously scheduled overtime will be provided verbally by the Employer to employees involved. The Employer will provide to the Union these cogent reasons upon request. The parties agree that emergency situations as determined by the Employer and unforeseen mission support requirements may preclude such advance notice of overtime work. However, the Employer agrees through careful planning to keep such overtime scheduling to a minimum, being mindful of the hardship to the employee.

Section 4. A bargaining unit employee may decline a scheduled overtime assignment if the Employer determines that another qualified employee is available and willing to perform the work and that the full work requirements can be met. If a bargaining unit employee is relieved of an overtime assignment under the provisions of this section, the hours of overtime declined will be marked on the overtime roster as declined, but will be considered as overtime hours worked for the purpose of determining equity of overtime distribution within the organizational unit.

Section 5.

a. A Scheduled Overtime Roster (Appendix B) will be posted and maintained by the Employer for each occupation in the organizational element for which scheduled overtime is required. Employees at each grade level in each occupation will be listed in descending order of seniority (service computation date for leave).

b. When the Employer determines that scheduled overtime must be worked, the assignment will first be offered to the qualified employee with the lowest number of scheduled overtime hours. The employee may decline the overtime if the conditions set forth in Section 4 are met, and the overtime will be offered to the employee with the next lowest number of scheduled overtime hours. If two or more employees have equal overtime hours credited, the employee with highest seniority (earliest service computation date) will be offered the work first. If all other qualified employees decline the overtime assignment, then the employee with the lowest number of scheduled overtime hours will be required to work. If two or more employees have the lowest number of overtime hours credited, the employee with the lowest seniority (latest service computation date) will be required to work.

c. For the purpose of determining equity of overtime distribution, employees absent from duty for any reason will be credited with the number of scheduled overtime hours which would have been offered to them, in accordance with Section 3 of this article. An employee assigned to a different shop during the calendar year, or a new employee, will be credited with the average number of hours of scheduled overtime worked by employees in their occupation up to the date of their arrival. At the beginning of each calendar year, Scheduled Overtime Rosters will revert to zero (0) hours of overtime credit for each employee.

d. The Employer and the Union agree that certain scheduled overtime requirements determined by the Employer will necessitate the assignment of specific employees by name for the most efficient completion of the work, as an exception to the overtime distribution procedure contained in this article. The Employer will provide cogent reasons for such overtime assignments as an exception to the overtime distribution procedure to employees involved. Such reason(s) will also be provided to the Union upon request.

ARTICLE 24
OVERTIME AS EXTENSIONS OF THE WORKDAY

Section 1. In cases of unforeseen work requirements as determined by the Employer, where bargaining unit employees are not informed of overtime assignments prior to the start of their daily tour of duty, and are expected to work more than two (2) hours beyond the end of their daily tour of duty, an opportunity to obtain food at their expense and a non-paid thirty (30) minute meal period to consume it at the worksite will be provided as determined by the Employer. The non-paid meal period will be free from all duty obligations, unless the nature of the work is such that it cannot be interrupted, in which case the Employer will allow the food consumption to be on a work status basis. Employees expected to work more than two (2) hours of unscheduled overtime before or beyond their normal tour of duty will be afforded an opportunity (where practicable) to obtain food. Employees will be permitted to notify their homes when required to work unscheduled overtime. Where it is impractical for the employee to make such an attempt personally, management agrees that supervisors will endeavor to do so on behalf of the employee upon request. The Employer will make every reasonable effort to provide transportation for bargaining unit employees who have worked overtime as an extension of the workday and who have no other means of transportation available following completion of the overtime. The Employer and the Union agree that management efforts on behalf of such employees will be limited to seeking or coordinating available private transportation.

Section 2. When the Employer determines that unscheduled overtime extending the workday is required, qualified volunteers will first be solicited. If there is an insufficient number of volunteers, then those individuals assigned to the current on-call overtime roster for the occupational skill needed will be required to work the overtime. If, after using this process, the Employer determines that additional employees are required to accomplish the unscheduled overtime as an extension of the workday, the appropriate number of qualified employees will be directed to remain in order to accomplish the overtime work required. The Employer agrees that such directed overtime assignments will be distributed as equally as practicable among all qualified employees over the calendar year.

ARTICLE 25
ON-CALL OVERTIME WORK

Section 1. The Employer and the Union recognize that emergencies or unforeseen work requirements that may occur outside the normal workhours of an activity may necessitate the Employer's calling back employees to perform work during weekends or other off-duty time. Employees called back to work on a day when work was not scheduled for them, or for which they are required to return to their place of employment, would be entitled to at least two (2) hours of overtime pay. When an employee is called back to perform work on a holiday, he/she is entitled to pay at his/her basic rate of pay, in addition to holiday premium pay at a rate equal to his/her basic rate of pay, for that work not in excess of eight (8) hours. An employee who is called back to duty on a holiday is entitled to pay for at least two (2) hours of holiday work. An employee is entitled to pay for overtime work on a holiday for that work which is in excess of eight (8) hours.

Section 2. Designation of employees for on-call overtime work will be subject to the following conditions:

a. There should be a definite possibility that the services of the designated employee might be required;

b. On-call duties will be brought to the attention of all employees, and a roster will be posted, which may be subject to change. Employees may mutually agree to exchange designated on-call overtime availability periods, or one employee may agree to take the place of another employee on the on-call overtime roster and perform any on-call overtime required, provided consultation with the supervisor is held and approval obtained. Such exchanges will not be arbitrarily denied. If denied, cogent reasons for denial will be provided to the Union.

c. Every effort will be made by the Employer not to schedule employees for assignment to the on-call overtime roster during the periods they are on approved leave.

d. If more than one employee in a particular work unit can be used for on-call overtime, designations will be made on a rotating basis. On-call overtime designations in conjunction with holidays will be distributed as equally as practicable among all employees in a work unit required to perform on-call overtime.

e. Employees designated for on-call duty may not have their freedom of movement unduly restricted.

Section 3. Employees designated for possible on-call overtime normally will be issued an electronic device by the Employer for the purpose of reaching the employee. Employees who

have not been provided an electronic device by the Employer may be asked to provide a telephone number at which they may be contacted.

Section 4. When an on-call employee is not required to return to the work site, but is able to provide necessary services by telephone, overtime pay will be granted unless the time spent performing the service is less than fifteen (15) minutes.

ARTICLE 26
ANNUAL LEAVE

Section 1. Annual leave shall be earned in accordance with applicable laws and regulations. While the taking of annual leave is a right of the employee, the Employer retains the right to approve or disapprove annual leave based on workload or mission requirements. For this reason, the use of annual leave is subject to the approval of the employee's supervisor. If the employee's oral or written request is denied, the reason(s) for denial will be provided to the employee in kind. Normally annual leave should be scheduled in advance.

Section 2. Subject to workload requirements and availability of personnel, the Employer agrees to allow bargaining unit employees to schedule at least two (2) weeks of vacation leave per calendar year in order to allow the employee an opportunity for rest and relaxation away from the worksite. In unusual cases, up to three (3) weeks may be considered at any time during the year.

Section 3. In the event of a conflict of two or more employees over a vacation date, annual leave will be distributed as equally as practicable among all employees in the organizational element. Annual leave in conjunction with holidays will be distributed evenly among all employees desiring leave. Employees taking leave during one holiday period will not be considered for other holiday periods until all employees have had an opportunity to participate in scheduling annual leave within the remaining holiday periods.

Section 4. All annual leave requests for vacation purposes shall be submitted by individual employees to their supervisor on or about January 31st of each year. Each employee who has use or lose annual leave indicated on his/her Leave and Earnings Statement will notify his/her supervisor prior to 1 October so that excess annual leave can be scheduled. Every reasonable attempt consistent with workload requirements will be made by the Employer to adhere to the established vacation schedule.

Section 5. The Employer will not cancel annual leave twenty-four (24) hours or less in advance of the scheduled annual leave unless an emergency situation requires such action, or cogent unforeseen work requirements arise which require the employee's services. The supervisor will furnish to the employee the cogent reasons for cancellation of leave under such circumstances. A written statement of the cancellation of previously scheduled annual leave under such circumstances will be provided to the employee upon request. No employee will be called back from annual leave unless an emergency designated by the Employer arises and no other employee of the organizational element is available to perform the required duties.

Section 6. The parties recognize that unforeseen personal emergencies may arise which require the use of annual leave which has not been previously scheduled or approved. Circumstances affecting a bargaining unit employee which may necessitate a request for emergency annual leave

are conditions beyond the control of the employee which require immediate action to protect human life or safety, or the security of property belonging to the employee or members of his immediate family, or make it impossible for the employee to arrive at work at the scheduled time. In such cases the employee will request approval for emergency annual leave either in person or by telephone directly from his/her first line supervisor as soon as possible but not later than two (2) hours after the start of the employee's tour of duty on the first duty day of absence. When the first-line supervisor is unavailable, the employee will refer the request to the supervisor in charge, or to the second line supervisor. If neither of these two supervisors are available, the employee will leave a message requesting emergency annual leave, and normally will be expected to call within two (2) hours to confirm supervisory approval of the requested leave. The employee will state the nature of the emergency and the expected duration of his/her absence, and approval or disapproval of such requests by the supervisor will be determined on an individual case basis. Should the emergency absence exceed the time requested and approved, the employee must again contact his/her first line supervisor to request an extension of leave. An employee may be required by his/her supervisor to furnish proof that the emergency absence was bona fide if the supervisor reasonably suspects abuse.

Section 7. The parties agree that employee requests for short periods of annual leave, other than for scheduled vacations or emergency purposes, will be made to the immediate supervisor as far in advance of the planned absence as possible. Supervisors will notify the employee if the leave request can be approved as soon as practicable after receipt of the leave request. The time the request for leave is received by the supervisor will determine priority in the event of conflict among leave requests by other employees.

ARTICLE 27
SICK LEAVE

Section 1. Sick leave shall be earned in accordance with applicable laws and regulations. Sick leave will be granted to employees when they are incapacitated for the performance of their duties, provided proper leave request procedures have been followed and the absence is supported by evidence administratively acceptable to the Employer. Both the Employer and the Union encourage the careful use and conservation of sick leave by all employees.

Section 2. Sick leave may be used when the employee (a) receives medical, dental, or optical examination or treatment; (b) is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement; (c) is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease; or (d) when the employee's presence on the job would jeopardize the health of others because of exposure to a contagious disease.

Section 3. Requests for sick leave for scheduled medical, dental, and optical examination or treatment should be made to the first line supervisor as far in advance as possible. Unforeseen requests for sick leave usage must be requested by the employee directly from his/her first line supervisor as soon as possible but normally not later than two (2) hours after the start of the employee's tour of duty on the first duty day of absence. When the first-line supervisor is unavailable, the employee will refer the request to the supervisor in charge, or to the second line supervisor. If neither of these two supervisors are available, the employee will leave a message requesting sick leave, and normally will be expected to call within two(2) hours to confirm supervisory approval of the requested leave. The employee will explain the reasons for the absence and the estimated duration of the absence, and approval or disapproval of such requests by the supervisor will be determined on an individual case basis. Should the absence exceed the time requested and approved, the employee must again contact his/her first line supervisor to request an extension of leave.

Section 4. Any absence in excess of three (3) consecutive workdays will require the employee to furnish a medical certificate. Normally, the employee's own certification will be sufficient to support a charge to sick leave for absences of three (3) working days or less. When an employee has a recurring or chronic medical condition which may necessitate the use of brief periods of sick leave from time to time during the leave year, he/she is encouraged to submit a general medical certificate documenting the condition to his/her first line supervisor. The Employer agrees that employees who are sent home sick by the Employer shall be granted sick leave for the remainder of the day. Granting of sick leave on subsequent days shall be in accordance with applicable regulations and the provisions of this article.

Section 5. When the supervisor has reason to believe that the use of sick leave has been abused by a bargaining unit employee (e.g., excessive use of sick leave or a pattern of sick leave usage which, in either case, is unsubstantiated), this may lead to the issuance of a leave restriction letter.

The number of hours of sick leave used may not in itself establish abuse. If an employee has been issued a leave restriction letter, the supervisor will review the restrictions every sixty (60) days. If the supervisor believes, following this review, the employee's sick leave problem has been corrected, the leave restriction letter will be withdrawn, and the employee will be notified in writing. The leave restriction letter may be again reinstituted if the employee accumulates an additional twenty-eight (28) hours of undocumented sick leave during the remainder of the fiscal year (FY), and the supervisor reasonably suspects a recurrence of sick leave abuse. An employee's failure to correct the problem will result in the supervisor's extension of the leave restriction letter for periods of one hundred twenty (120) days thereafter.

Section 6. Employees who are incapacitated for duty because of serious illness or disability are encouraged to first use accrued annual leave to cover such absences. However, employees who are incapacitated for duty because of serious illness or disability and who are supported by a doctor's certificate may request advance sick leave not to exceed thirty (30) days provided:

a. The employee is serving under a career or career-conditional appointment.

b. The employee's separation from the federal service is not being contemplated by management or the employee.

c. There is reasonable evidence, substantiated by a doctor's certificate, that the employee is capable of returning to work and fulfilling the full scope of his/her duties.

d. There is no evidence indicating the employee will not remain employed after his/her return to duty long enough to repay the advance of sick leave.

Section 7. Additionally, per the Family Friendly Leave Act an employee may use his/her sick leave to care for a family member as a result of illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment, or for travel to and attendance at the funeral or memorial service of a family member, including pre-funeral gatherings/ ceremonies. Sick leave may be granted under this Act only when supported by evidence administratively acceptable. Normally, employee certification is permissible; however, supervisors may require medical or other appropriate documentation to support absences in excess of three (3) consecutive workdays. The decision to grant or deny sick leave requests rests with the supervisor, as it does with traditional sick leave requests. Employees may use up to forty (40) hours of sick leave per leave year for family care and/or bereavement purposes, and may use up to sixty-four (64) additional hours per leave year for these purposes (for a total of one hundred four [104] hours), provided the amount of sick leave remaining in their account would not fall below eighty (80) hours. Family members under this Act are defined as: a spouse, or the spouse's parents; children (including adopted children), and their spouses; parents; brothers and sisters and their spouses; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 8. Bargaining unit employees may request sick leave for purposes related to the adoption of a child. Examples of purposes for which an adoptive parent may request sick leave include appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities necessary to allow the adoption to proceed.

Section 9.

a. The Employer agrees that an absence covering pregnancy and confinement shall be treated the same as any other medically certified temporary disability. An absence for maternity purposes is chargeable to sick leave, annual leave, or leave without pay, as appropriate. Requests for sick leave due to pregnancy and confinement must be supported by a medical certificate. An employee who plans to return to work following pregnancy and confinement shall be offered continued employment in her position or a like position, unless termination is otherwise required by expiration of appointment, by reduction-in-force, or for similar reasons unrelated to the maternity absence. For such an employee, the total period of absence for maternity reasons will be based on appropriate medical opinion and the Employer's authorization of appropriate leave, consistent with workload and staffing requirements.

b. A male employee may request annual leave, sick leave, or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. The amount of leave authorized by the supervisor shall depend upon the circumstances of the individual case. Similar requests for annual leave, sick leave, or leave without pay for those employees who become adoptive parents will also be evaluated by the Employer on a case-by-case basis.

ARTICLE 28
LEAVE WITHOUT PAY

Section 1. The Employer and the Union recognize that normally the granting of leave without pay (LWOP) is a matter of administrative discretion, and all requests for LWOP shall be considered in accordance with applicable laws and regulations. Initial requests for LWOP may not exceed twelve (12) months. The employee may request an extension of LWOP for consideration by the Employer prior to expiration of the initially approved LWOP. LWOP shall be granted upon request to employees otherwise entitled to LWOP who are disabled veterans in need of medical treatment, or are members of the Reserves or National Guard, in order to perform military training duties.

Section 2. Under the provisions of the Family and Medical Leave Act, bargaining unit employees may request up to twelve (12) workweeks of unpaid leave during any twelve (12) month period for the following purposes:

a. The birth of a child of the employee and the care of such child;

b. The placement of a child with the employee for adoption or foster care;

c. The care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or

d. A serious health condition of the employee which makes the employee unable to perform the essential functions of his/her position.

The employee normally must provide notice to the Employer of his/her intention to request unpaid leave under the provisions of the Family and Medical Leave Act not less than thirty (30) days before the requested leave is to begin. The Employer may require medical documentation to support unpaid leave taken under the Family and Medical Leave Act.

Section 3. Employee representative(s) elected or appointed to a Union office or as a delegate to any Union activity may apply for periods of leave or LWOP as necessary to accept temporary Union positions or attend Union activities. Such requests will be submitted as far in advance as possible. It is understood that approval of such requests will be in accordance with applicable statutes and regulations.

Section 4. Employees in an approved LWOP status shall accrue all rights and privileges with respect to retirement status and coverage under the Group Life Insurance and Federal Employee Health Benefits Program to which they may be entitled in accordance with applicable statutes and regulations. Employees returning to duty from approved LWOP status will be granted such

rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable statutes and regulations.

ARTICLE 29
MISCELLANEOUS LEAVE

Section 1. Employees who are members of the National Guard or Reserves will earn military leave in accordance with applicable laws and regulations. This military leave may be used for active duty or active duty for training. Military leave is not authorized for periods of inactive duty training (usually weekend drills).

Section 2. When operations are interrupted by events beyond the control of the Employer, such as, but not limited to, national emergencies, natural disasters, extreme climatic conditions, breakdown of equipment, and power failures, it is within the discretion of the Employer to close all or part of the installation for short periods, and to grant administrative leave to affected employees in accordance with applicable regulations.

Section 3. Bargaining unit employees whose services are not required by the Employer on a holiday established by Federal statute or Executive Order will be excused from duty without charge to leave, and those excused will be entitled to holiday benefits in accordance with appropriate law and regulations. Determination of the day to be treated as a holiday shall also be made by the Employer in accordance with applicable law and regulations.

ARTICLE 30
CIVIC RESPONSIBILITIES

Section 1. If otherwise in a duty status, bargaining unit employees who are registered voters will be granted excused absence to vote in national, state, and local elections, in accordance with applicable regulations. Requests for excused absence to donate blood (up to four (4) hours), perform emergency rescue or protective work (up to five (5) workdays per year), serve as a bone-marrow or organ donor (up to seven (7) workdays per year), or participate in other worthwhile activities will be processed in accordance with applicable regulations.

Section 2. The Employer and the Union agree that it is the civic responsibility of bargaining unit employees to respond to calls for jury duty and witness service. The Employer will submit a written request to a court that one of its employees be excused from court proceedings only in those instances where the employee's services are required to meet essential work requirements. Court leave for jury duty and witness service shall be authorized in accordance with applicable law and regulations. If a bargaining unit employee is released early by the court after performing jury duty or witness service, that employee will be expected to return to duty if he/she can travel back to the worksite following release and be able to work at least four (4) consecutive hours. Otherwise, the employee will be administratively excused for the remainder of the day. Similarly, if a bargaining unit employee can report to duty at the start of his/her tour of duty and work at least four (4) consecutive hours prior to departing the post with sufficient travel time and clean-up time, when applicable, to report for jury duty or witness service, he/she will be expected to do so. Otherwise the employee will be granted excused absence by the Employer for the remainder of the day.

ARTICLE 31
TARDINESS

Section 1. Tardiness and brief absences from duty of less than one (1) hour may be excused without charge to leave when reasons presented by the bargaining unit employee are adequate to the Employer.

Section 2. When an employee is frequently tardy or otherwise absent from duty despite prior supervisory counseling, and the reasons and justification submitted to the supervisor to support the tardiness are not adequate, such absences and tardiness will be charged to annual leave or absence without approved leave (AWOL), and the employee will be advised by the supervisor of the action being taken.

Section 3. Each case of tardiness or brief absence from duty shall be considered on its own merits by the Employer. If an employee's tardiness or brief absence from duty of less than one (1) hour is not excused by the Employer, he/she may contest the Employer's decision through the negotiated grievance procedure.

Section 4. When an employee is charged with annual leave for an unauthorized absence or tardiness, the Employer will not require him/her to perform work for any part of the leave period charged against the employee's account.

ARTICLE 32
MERIT PROMOTION AND DETAILS

Section 1. The Employer agrees that all competitive promotion actions to positions within the bargaining unit will be based on merit and will be made in accordance with applicable law and regulations, in order to ensure selection from among the best qualified candidates. The Employer will give bona-fide consideration to bargaining unit employees for promotion and will identify bargaining unit eligibles on Local Merit Promotion referral lists provided to selecting officials. Merit promotion procedures must be administered in a manner that will foster bargaining unit employee confidence in the program.

Section 2.

a. A promotion is the action taken when an employee is changed to a higher grade when both the old and new positions are under the General Schedule (GS), when both are under the Wage Grade (WG) system, or when the employee changes to a position with a higher rate of basic pay in a different job classification system.

b. Bargaining unit employees may also obtain consideration for a reassignment or a change to lower grade by applying for specific positions described in competitive job vacancy announcements.

c. A career promotion is the promotion of an employee without current competition when competition was held at an earlier stage for an assignment with the recorded intention of preparing the employee for the position now being filled, or a promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities. Such career promotions will be made in accordance with applicable laws and regulations, and will be effective not later than the beginning of the first pay period that is not more than three (3) weeks after selection.

Section 3. All vacancies which are subject to competitive promotion procedures shall be publicized within the bargaining unit by means of posting job vacancy announcements on bulletin boards. Vacancy announcements identified as "upgraded incumbered" will be opened and disseminated within the directorate where the position exists. The Union shall be furnished with three (3) copies of each job vacancy announcement concurrent with the posting. When a position within the bargaining unit is to be filled under competitive promotion procedures, the job vacancy announcement shall identify the job title, occupational series, grade, organizational and geographic location, area of consideration, job duties and responsibilities, qualification requirements, selective placement factors, and evaluation methods to be used. If a position within the bargaining unit is announced as temporary and the announcement does not state that it may become permanent the position will be re-announced if it does become permanent. The qualification requirements and selective placement factors for bargaining unit positions to be filled

through merit promotion procedures shall be essential to successful performance in the position. The sex of an individual may not be considered in determining qualifications for a position, except those for which the Office of Personnel Management (OPM) has determined certification of eligibles by sex is justified. If the Employer requires a test to be taken to qualify for a position announced under the merit promotion program, the qualifying requirement will be published in the job vacancy announcement. Employees will not be required to take leave for the purpose of taking such tests.

Section 4. Employees who are on leave or TDY when a job vacancy announcement is distributed, and who are not scheduled to report for duty during the time the announcement is open, will receive consideration provided they have specified in writing to the supervisor the jobs and grades for which they desire consideration. Upon receipt of such information from an employee, the supervisor is responsible for timely submitting a written application to the Directorate of Human Resources on behalf of the employee during his/her absence for the types of vacancies previously specified.

Section 5. When a position in the bargaining unit is to be filled using competitive merit promotion procedures, the area of consideration must be sufficiently broad to ensure the availability of high quality candidates, taking into account the type and grade level of the position to be filled. The minimum area of consideration is the area in which the Employer should reasonably expect to locate enough highly qualified employees to fill a vacant position. For a position in the bargaining unit which is a true vacancy (not upgraded encumbered), the minimum area of consideration will be no smaller than bargaining unit-wide. A true vacancy is a newly established position, or a position vacated for reasons such as resignation, transfer, or retirement, which the organization has been authorized to fill. An upgraded encumbered position requiring competitive procedures occurs when (a) an employee's position is upgraded and a change in job series occurs, but a true vacancy does not exist, or (b) there are two or more employees performing essentially similar duties at a lower grade in an organizational element where a higher graded vacancy exists who must compete for the higher graded vacancy, with the selectee's lower graded position being cancelled upon promotion to the higher grade. The area of consideration will be clearly specified on each job vacancy announcement.

Section 6. Nothing in this Article shall affect the authority of the Employer, with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source. Normally, the order of consideration for filling vacancies which are announced under competitive merit promotion procedures in the absence of individuals with DoD Priority Placement Program rights, will be as follows:

a. Eligibles entitled to priority consideration or repromotion consideration;

b. Qualified applicants filing under the job vacancy announcement and candidates from any other appropriate source, receiving concurrent consideration such as reinstatement or transfer eligibles, OPM Certificate of Eligibles, and Veterans Readjustment Appointment (VRA) eligibles.

Section 7. All applications for positions announced in the bargaining unit which are submitted in accordance with applicable procedures and which meet minimum qualifications for the position are rated as qualified. Each qualified applicant's knowledge, skills, and abilities (KSAs) will be further evaluated against the job elements required by the position to identify those best qualified candidates. Evaluation procedures will be based on multiple assessment measures such as experience, education, training, awards, and annual performance appraisal to the extent relevant to the position being filled. Rating criteria shall not be tailored to fit a certain employee or applicant. No candidate may be eliminated from consideration on the basis of qualifications criteria not specified in the job vacancy announcement. No employee shall be denied the right to apply for and be evaluated for a position in the bargaining unit which has been announced competitively as long as that employee is within the announced area of consideration and applies by the closing date of the announcement.

Section 8.

a. Qualifications of bargaining unit applicants will be evaluated against the requirements of the position, and each applicant will be placed in one of the following groups: Ineligible, Qualified, Highly Qualified, Best Qualified, or High Quality, and referred for selection consideration under the Simplified Candidate Evaluation Procedure. Best Qualified candidates referred to the selecting official for consideration will be listed in alphabetical order on the Referral and Selection Register (DA Form 2600).

b. When the Employer elects to use a panel to evaluate the qualifications of applicants for a position within the bargaining unit, every practical effort will be made to ensure that no less than three (3) panel members are appointed. The number of panel members should always be odd to facilitate the breaking of ties. No supervisor or other employee shall in any way attempt to improperly or unfairly influence the panel in the administration of their duties and responsibilities. Selection of employees for promotion shall be in accordance with merit system principles. The Employer will use special care to prevent nepotism or prohibited personnel practices from entering into the selection of employees for promotion.

Section 9. The selecting official may elect to interview personally or by telephone all or none of the Best Qualified candidates. If the selecting official desires to interview an absent bargaining unit employee who is expected to return within five (5) work days after receipt by the selecting official of the Best Qualified list, the supervisor will defer the interview until that time. If a bargaining unit member is scheduled to be interviewed, he/she may request a Union representative to be present during the interview as an observer.

Section 10. The Employer will promptly advise candidates of the results of their applications. Notices of evaluation will be sent to Ineligible, Qualified, Highly Qualified, and Best Qualified applicants at the earliest practicable date following the rating of their applications and prior to a selection being made. Notices of non-selection will be sent to unsuccessful Best Qualified

candidates following the selection of an employee from the DA Form 2600 by the selecting official. The release date of an employee who has been promoted will normally not be delayed more than thirty (30) days. Unsuccessful applicants who believe that their qualifications were not properly evaluated in determining eligibility for promotion consideration are encouraged to request representation by the Union. The following information about specific promotion actions within the bargaining unit shall be available to an employee and his/her designated Union representative upon written request:

a. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position;

b. Whether the employee was one of those in the group from which the selection was made; and

c. Who was selected for the promotion.

Unsuccessful candidates who desire to know in what areas, if any, they should improve themselves to increase their chances of future promotion to the specific position announced should meet with the selecting official or staffing specialist, as appropriate, to obtain such information. The employee may request union representation at this meeting.

Section 11. Bargaining unit employees demoted without personal cause, such as by Reduction-In-Force (RIF), while serving under a career or career conditional appointment are entitled to special consideration for repromotion to positions for which they qualify. Bargaining unit employees must apply through the merit promotion procedures using the prescribed form and identify themselves as repromotion candidates. However, it is understood by the parties that:

a. Careful and serious consideration will be given to such employees; and

b. There is no absolute guarantee of repromotion as a result of this special consideration.

Section 12. The Union President, or his/her designated representative, upon the request of an unsuccessful candidate, will be permitted to review the rating and ranking action taken for the particular promotion. Information regarding promotion records released to the Union will be sanitized in accordance with the Privacy Act and applicable rulings of the Federal Labor Relations Authority (FLRA). To facilitate this review, the Employer agrees to make available the following data:

a. A copy of the vacancy announcement.

b. Experience and education of the unsuccessful applicant to the extent used by the panel.

c. The reason the unsuccessful candidate was declared Ineligible, Qualified, or Highly Qualified.

d. The name(s) of candidate(s) selected.

e. The names and grades of panel members.

f. A copy of the Referral and Selection Register (DA Form 2600).

g. The crediting plan used by the Employer for determining Best Qualified or Highly Qualified (for review by the Union representative only).

Section 13.

a. It is understood by the parties that a bargaining unit employee cannot grieve non-selection for promotion from a properly constituted referral list. However, an employee can file a grievance if he/she believes that a referral list was not properly constituted and he/she was erroneously excluded from the referral list. The grievance must be filed in accordance with Article 17, Grievance Procedure.

b. Before filing a grievance in accordance with Article 17, the following informal procedures for rating and ranking dissatisfaction complaints are to be used by bargaining unit employees, who are encouraged to request representation by the Union:

(1) The bargaining unit employee will submit his/her concern about the rating in writing to the Recruitment and Placement Division, Directorate of Human Resources within seven (7) calendar days from date of receipt of the notice of rating. A written response will be provided by the Recruitment and Placement Division within seven (7) calendar days.

(2) If dissatisfied with the written response, he/she will within five (5) calendar days request the supervisor to arrange for a meeting with the Staffing Specialist and the evaluation panel, if applicable. A memorandum of the meeting will be provided within ten (10) calendar days.

(3) If still dissatisfied, the employee will within five (5) calendar days request the supervisor to arrange for a meeting with the Chief, Recruitment and Placement Division. A memorandum of the meeting will be prepared by the Employer within seven (7) calendar days and provided to the employee. If the response provided is unacceptable to the employee, he/she may then institute a grievance at Step 3 of the negotiated grievance procedure.

c. If at any step of these procedures the Employer determines that the employee's qualifications have not been properly considered, and he/she should have been referred as a Best Qualified candidate on the referral list, the Referral and Selection Register will be amended to include the employee's name, provided that the selection for the position has not already been made.

Section 14. In the interest of effective employee utilization, details of bargaining unit employees will be used to meet temporary work needs of the Employer and will be accomplished in accordance with applicable regulations and this Article. Details may be used for such purposes as emergencies or situations occasioned by abnormal workload, changes in mission or organization, and absences of personnel. Details in excess of thirty (30) days shall be recorded in the employee's Official Personnel Folder, and copies of the record will be forwarded to the employee. The Employer agrees that the detail procedure shall not be used to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for details shall be based on the bona fide needs of management and the ability of the individuals. Verbal details of thirty (30) days or less will be made as deemed necessary by the Employer to meet temporary management needs. The Employer will make every reasonable effort to avoid repeated details of a bargaining unit employee for periods of thirty (30) days or less.

Section 15. A bargaining unit employee who fully meets the minimum eligibility standard and who is temporarily placed in an established higher graded position in the bargaining unit in excess of thirty (30) days shall be temporarily promoted. Temporary promotions of more than one hundred twenty (120) days will be made in accordance with competitive procedures.

ARTICLE 33
JOB DESCRIPTIONS

Section 1. Each employee is entitled to a job description which meets the standards of adequacy established by applicable Office of Personnel Management and Department of Army regulations. Job descriptions shall be reviewed annually for need and proper classification by management and employees, and when change in mission dictates, with corrective action being taken by the supervisor where necessary.

Section 2. An employee may request that his/her supervisor review his/her job description for accuracy of content. If the supervisor determines that the job description is not accurate, he/she will prepare a draft of the required changes and submit a Request for Personnel Action to the Directorate of Human Resources, or withdraw the major duties not described. If the supervisor believes, after discussion with the employee, that the job description is accurate, and the employee does not agree, the employee may grieve the accuracy under Article 17 of this agreement.

Section 3. A bargaining unit employee who requests a review of the title, series, grade or pay category of his/her job is encouraged to present a position classification complaint orally before filing an appeal, although not required to do so. If the employee elects to present the complaint orally, appropriate supervisor/representatives of the Employer will discuss the matter with the employee and explain the basis upon which the job has been evaluated. The employee is encouraged to have a Union representative present at this discussion. If the employee is satisfied with the discussion, no further action will be taken. If the Employer/supervisor determines that there are specific questions concerning the employee's official job description which might affect the title, series, grade, or pay category of the position, the Employer may conduct an audit of the bargaining unit employee's job in order to determine the proper classification. The Union representative may be present during the job audit of the classification issues in question when the accuracy of the job description has been questioned and the employee has requested in advance the presence of a representative. Regardless of whether the Employer conducts a job audit of the employee's position, any changes in pay category, title, series, or grade resulting from the oral classification complaint will be made promptly and the case closed. If the bargaining unit employee is dissatisfied with the results of his/her oral classification complaint, he/she may submit a position classification appeal in writing. Wage Grade employees must appeal through the Department of Defense position classification appeals procedure, and upon receipt of a decision, may appeal to the Office of Personnel Management (OPM).

Section 4. The Employer will maintain a current job description for each bargaining unit employee which accurately describes the major duties assigned to their official position in sufficient detail for classification purposes. Each employee will be provided a copy of his/her job description. Duties assigned normally will reflect the major duties described in the job description. However, the parties recognize that assignment of duties is not limited by the content of the job description, and that the phrase "performs other duties as assigned," which is contained

in each bargaining unit employee's job description, will ordinarily refer to duties related to the current job description and tasks associated with the occupation or job family. It will not be construed as meaning that a significant amount of work at a higher or lower grade level will be assigned to a bargaining unit employee on a regular and recurring basis unless the supervisor contacts the Directorate of Human Resources and requests revision of the position description and/or other appropriate personnel action(s). If a bargaining unit employee questions the propriety of a particular job assignment, he/she will be expected to first perform the task(s) assigned by the Employer before determining to pursue the matter under the negotiated grievance procedure. The Employer will, upon written request of the Union, provide the cogent reason(s) for assigning the "other duty" to the bargaining unit employee in writing. The Employer agrees to give due consideration to health and safety factors when assigning bargaining unit employees to perform "other duties as assigned."

Section 5. The Employer will notify the Union of classification actions required to correct a classification error or to apply new classification standards which result in a downgrade of the position of a bargaining unit employee. The Employer also will notify the Union of reorganizations which require the issuance of new job descriptions for bargaining unit employee(s) due to changes in major duties and responsibilities.

Section 6. A bargaining unit employee whose position has been reclassified to a lower grade is entitled to grade retention under applicable law and regulation if the position which is being reduced had been reclassified at the higher grade for a continuous period of at least one (1) year immediately before the reduction in grade. Notices of such downgrading actions shall include an explanation of the basis of the downgrading action and pertinent rights to contest the decision in accordance with applicable laws and regulations. The written notice will include the name and address of the Union President. Retained grade and pay rights in accordance with applicable laws and regulations shall be afforded to those employees whose positions are downgraded by reclassification.

ARTICLE 34
ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. Environmental Differential Pay (EDP) is additional payment to a bargaining unit employee who is exposed to a hazard, physical hardship, or working condition of an unusually severe nature which has been described by the Office of Personnel Management (OPM) in Title 5, Code of Federal Regulations, Part 532. OPM has authorized EDP for: (a) exposure to an unusually severe hazard which could result in significant injury, illness, or death, such as working on a high structure or on an open structure when adverse conditions such as darkness, lightning, steady rain, snow, sleet, ice, or high wind velocity exist; (b) exposure to an unusually severe physical hardship under circumstances which cause significant physical discomfort or distress; or (c) exposure to an unusually severe working condition under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil of body and clothing. In certain EDP categories, the differential is payable whenever the criteria in the OPM category definition are met. Other EDP categories are payable only if protective facilities, devices, or clothing have not practically eliminated the hazard, physical hardship, or working condition. The Employer and the Union agree that when warranted, EDP will be paid in accordance with applicable regulations.

Section 2.

a. EDP Category Codes are as follows:

PART I - PAYMENT FOR ACTUAL EXPOSURE

CATEGORY CODE	RATE (%)	
12	100	Flying
13	25	High work
14	15	Floating work
15	4	Dirty work
16	4	Cold work
17	4	Hot work
18	4	Welding preheated metal
19	4	Micro-soldering
27	25	Exposure to hazardous weather or terrain
28	25	Unshored work
29	15	Groundwork beneath hovering helicopters
30	15	Hazardous boarding/leaving of surface aircraft
31	8	Cargo handling during lightering operations
32	15	Duty aboard a surface craft

CATEGORY CODE	RATE (%)	
11	50	Work at extreme heights
33	6	Fibrous glass work
34	50	High voltage electrical energy
35	6	Welding, cutting, and burning in confined spaces

PART II - PAYMENT ON BASIS OF HOURS IN PAY STATUS

CATEGORY CODE	RATE (%)	
50	50	Duty aboard a submerged vessel
51	8	Explosives and incendiaries (high degree)
52	4	Explosives and incendiaries (low degree)
53	8	Poisons (toxic chemicals) (high degree)
54	4	Poisons (toxic chemicals) (low degree)
55	8	Micro-organisms (high degree)
56	4	Micro-organisms (low degree)
57	8	Pressure chamber and centrifugal stress
58	8	Work in fuel storage tanks
59	25	Firefighting (high degree)
60	9	Firefighting (low degree)
61	8	Experimental landing/recovery equip tests
62	8	Land impact or pad abort of space vehicle
63	4	Mass explosives and/or incendiary material
64	4	Duty aboard aircraft carrier
65	8	Asbestos
66	8	Participating in missile liquid propulsion or solid propulsion situations

b. Category Codes in Part I are payable in one quarter hour increments with a minimum payment of one (1) hour EDP. Category Codes in Part II are payable for all hours in a pay status on the day of exposure.

Section 3.

a. Approved EDP Certificates applicable to particular bargaining unit employees are as shown on Table 1 of this Article.

b. When the Employer assigns a bargaining unit employee on a one time or irregular basis to perform duties exposing him/her to a hazard, physical hardship, or working condition of an unusually severe nature for which EDP is authorized, the Employer will prepare a One Time EDP Certificate covering the employee(s) involved.

Section 4. If the Employer determines that EDP for a specific work situation within the bargaining unit should be discontinued, written notice will be provided to the Union which identifies the names, job titles, and work locations of the affected employees and the reasons for exclusion from EDP coverage. The Union may request impact and implementation bargaining in accordance with Article 16, Negotiations.

Section 5. If the Union believes that an additional work situation not previously approved warrants EDP under one of the categories authorized by OPM, it will notify the Employer in writing of the names, job titles, and work locations of the employees believed to be entitled to EDP. The written notice will also describe the nature of the exposure so as to show that the hazard, physical hardship, or working condition resulting from the exposure is of an unusually severe nature and is not practically eliminated. Upon receipt of the written notice, the Employer will first evaluate the request by consulting with the Safety Division and other appropriate officials. Within thirty (30) days of receipt of the Union request, the Employer shall meet with the Union for the purpose of negotiating the request for establishment of the additional work situation warranting EDP.

Section 6. If the Union or the Employer determines that there is a need to establish a new OPM category warranting EDP in order to address a unique work situation in the bargaining unit, the party requesting this OPM addition will notify the other party in writing of this intent. The written notice will include information showing (a) the nature of the exposure and how it results in a hazard, physical hardship, or working condition of an unusually severe nature; (b) the degree to which employees are exposed; (c) the period of time during which the exposure is likely to continue to exist; (d) the degree to which control may be exercised over the hardship, hazard, or working condition; and (e) the percentage rate of EDP recommended to be established. Within ten (10) workdays of receipt of the written proposal, the parties will meet to determine if a joint request to establish the new category can be prepared. If the parties cannot agree on a joint request, either or both parties may send individual requests through appropriate channels to OPM.

Section 7. The Employer agrees that the Union will have one primary and one alternate representative on the WSMR Hazard and Environmental Pay Committee. The alternate representative will act for the primary representative in his/her absence. The Union will serve as a full participating member in the deliberations and activities of the WSMR Hazard and Environmental Pay Committee.

TABLE 1

ENVIRONMENTAL DIFFERENTIAL PAY CERTIFICATES

CERT #	CATEGORY AND SITUATION CODES	ORG
79-22	High Work - Installing and maintaining lead in cables and antenna on towers for micro-wave and radio systems. Category #13, Situation 01, 02.	DOI M
79-21	Work at Extreme Heights - Installing and maintaining lead in cables and antenna on towers for micro-wave and radio systems. Category #11, Situation #01.	DOI M
80-22	a. Cold Work - Category #16, Situation #01 @4% b. Hot Work - Category #17, Situation #01 @4% c. Fibrous Glass Work - Category #33, Situation #02 @6% d. Explosives and Incendiary Materials - High Degree - Category #51, Situation #06 @8% e. Poisons - High Degree - Category #53, Situation #01 @8% f. Liquid/Solid Propulsion Operations - Category #66, Situation #00 @8%	MTD
80-23	Explosives and Incendiary Materials - High Degree - Category #51, Situation #06	MTD
80-24	a. Cold Work - Working in a climate controlled room, or like area where the employee is subjected to work temperatures at or below 32 degrees Fahrenheit. Category #16, Situation #01 b. Hot Work - Working in a confined space such as environmental chambers, stroking machine temperature cabinets, steam tunnels, enclosed flighting compartments or combat vehicles, and/or crawl spaces without forced air ventilation wherein temperatures exceed 110 degrees Fahrenheit. Category #17, Situation #01 c. Explosives and Incendiary Materials - High Degree - Working with or in close proximity to explosives and incendiary material or operations similar to those listed for testing ammunition, but involving work on rockets, missiles, and their propellant or fuels where potential injury involves loss of life, limb, sight, etc., and the examination of live	MTD

	ammunition components during or after rough handling tests (drop, bounce, and vibration) or extreme environmental tests. Category #51, Situation #06, 11.	
80-26	**Explosives and Incendiary Materials - High Degree - Working with or in close proximity to explosives and incendiary material in operations wherein employees must walk through areas where unexploded ammunition or munitions are known to exist and which may cause loss of life or limb (i.e., dud hunting, hunting for fragments, or working on targets). Category #51, Situation #20.**	**DOL (Stallion Range Ctr)**
81-06	**Exposure to Firefighting - High Degree - Fighting range fires at Stallion and Rhodes Canyon Range Centers. Category #59, Situation #01.**	**DPW**
84-08	**High Work - Working at heights greater than 100 feet, working at heights less than 100 feet where protective equipment is not adequate, and working on telephone and electrical poles when adverse environmental factors are present. Category #13, Situation #01, 02, 03.**	**DPW**
84-09	**Work at Extreme Heights - Repairing velocity coils, antennae, cables, and hoists. Category #11, Situation #01.**	**DPW**
84-10	**High Voltage Electrical Energy Work - Performing emergency repairs to overhead electrical subtransmission or primary distribution lines carrying 4160 volts or more in adverse weather conditions. Category #34, Situation #01.**	**DPW**
85-01	**High Work - Working at heights greater than 100 feet when installing targets, antennas, instrumentation, and warning lights; working on open towers, water tanks less than 100 feet above ground with inadequate enclosed ladders or scaffolding; and when climbing electrical power poles, trimming or removing broken limbs adjacent to primary conductors during adverse weather conditions. Category #13, Situation #01, 02, 03.**	**DPW**
85-07	**Explosives and Incendiary Materials - High Degree - Performing climatic conditioning of a live Patriot missile(s) and launcher. Category #51, Situation #02, 05, 11.**	**MTD**
85-09	**Explosives and Incendiary Materials - High Degree - Performing climatic conditioning of a live multiple launch rocket system. Category #51, Situation #02, 05, 11.**	**MTD**

85-11	**Explosives and Incendiary Materials - High Degree - Performing climatic conditioning of a live Copperhead projectile and powder charges. Category #51, Situation #02, 05, 11.**	**MTD**
86-03	**Explosives and Incendiary Material - High Degree - Operating armored road graders and/or armored industrial tractor towing mowers in warhead impact areas. Category #51, Situation #17.**	**DPW**
89-01	**Work at Extreme Heights - Working at heights greater than 100 feet when installing lights on towers over 100 feet; when the footing is unsure or the structure is unstable; the scaffolding or ladders are unsafe; or under adverse weather conditions or darkness. Category #11, Situation #01.**	**DPW**
89-02	**Exposure to Dangerous Conditions of Terrain, Temperature, and/or Wind Velocity - Removing snow from roads at Salinas Peak and North Oscura Peak due to the steep, curvy, and remote location. Category #27, Situation #00.**	**DPW**
89-03	**Exposure to Firefighting - High Degree - Participating or assisting in fighting brush or range fires when on a fire line actively engaged in fire suppression. Category #59, Situation #00.**	**DPW**
89-04	**Explosives and Incendiary Material - High Degree - Performing blading and mowing of weapons impact target (WIT) areas which are fenced and known to be contaminated, i.e., Stallion, Rhodes, North ECI. Category #51, Situation #17.**	**DPW**
90-02	**Explosives and Incendiary Material - High Degree - Placing of communications lines within weapons impact target (WIT) areas which are fenced and known to be contaminated, i.e., Stallion, Rhodes, North ECI. Category #51, Situation #17.**	**DOIM**
90-05	**Asbestos - Working in an area where airborne concentrations of asbestos fibers may expose employees to potential illness or injury and protective devices or safety measures have not practically eliminated the potential for such personal injury or illness. Category #65, Situation #01.**	**DPW**
91-01	**Explosive and Incendiary Material - Low Degree - Working with or in close proximity to explosives and incendiary material when inspecting ammunition and explosives within ammunition storage structures, missile assembly areas, launch complexes, and related**	**DOL**

	testing facilities. Category #52, Situation #01.	
92-01	**Flying - Participating in flights of a new or modified plane when the repair or modification may affect the flight characteristics of the plane. Category #12, Situation a, b, g, h.**	**AA**
91-02	**Explosive and Incendiary Material - Low Degree - Transportation of ammunition and explosives on and off WSMR; inspection of military vehicles and operations involved in the transportation of ammunition and explosives; and handling of ammunition and explosives within a warehouse setting. Category #52, Situation #01.**	**DOL**

ARTICLE 35
WAGE SURVEYS

Section 1. The Employer agrees that if during the term of this agreement it is designated as the host installation to conduct a locality wage survey for the El Paso, Texas wage area, such a survey will be conducted in accordance with applicable Office of Personnel Management (OPM) and Department of Defense Wage Fixing Authority (DODWFA) requirements.

Section 2. If the Employer serves as the host installation, the Union will be authorized data collectors to assist in the conduct of the wage survey, with the number required to be determined by the local wage survey committee. Data collectors designated by the Union will be on official time without charge to leave while performing duties connected with the data collection function.

Section 3. When the Employer receives a newly approved wage schedule for the local wage area, a copy will be promptly provided to the Union by the Employer.

ARTICLE 36
DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The parties agree that discipline is the responsibility of the Employer. All disciplinary actions will be based on just cause, will be consistent with applicable laws and regulations governing such actions, and will be fair and equitable. It is the policy of the Employer that discipline will be administered as a corrective rather than a punitive measure except where otherwise provided by AR 690-700, Chapter 751.

Section 2.

a. For the purposes of this agreement, disciplinary actions are:

(1) Letters of reprimand

(2) Suspensions of 14 calendar days or less

b. Adverse actions are defined as suspensions of more than 14 calendar days, removals, reductions in pay, reductions in grade which are effected under 5 U.S.C. 7512 for disciplinary reasons, and furloughs of thirty (30) calendar days or less.

c. If a bargaining unit employee desires to contest by means of the negotiated grievance procedure a disciplinary action administered by the Employer, he/she will initiate the grievance in writing at Step 3 of the negotiated procedure contained in Article17, Section 8 of this agreement. Such a grievance must be initiated not later than 20 workdays from the date of the bargaining unit employee's receipt of the decision letter.

Section 3. A bargaining unit employee affected by an adverse action under Section 7512 may at his/her option appeal the matter to the Merit Systems Protection Board (MSPB), under the appellate procedures of 5 U.S.C. 7701, or may grieve under the negotiated grievance procedure, but not both.

Section 4. Prior to the initiation of disciplinary action the initiating official will conduct such investigation of the alleged offense as he/she deems necessary. The Union shall be given the opportunity to be represented at any examination of a bargaining unit employee by the initiating official in connection with the investigation if the bargaining unit employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. If the bargaining unit employee requests such Union representation, he/she will be afforded an opportunity to obtain such representation before further examination of the employee occurs. The Employer agrees to conduct an expeditious investigation of any alleged employee offense, and to initiate timely action following the investigation.

Section 5. Any written notice of proposed discipline shall inform the bargaining unit employee of the following matters required by law and regulations:

a. Of the specific reasons for the proposed action,

b. Of his/her status during the notice period,

c. Of the right to reply orally and in writing to a deciding official and to furnish affidavits and other documentary evidence in support of the answer,

d. Of the right to representation by the Union, and

e. That a written decision on the proposed action will be issued by the deciding official.

Section 6. The parties further agree the bargaining unit employee will have fifteen (15) workdays from receipt of any notice of proposed discipline to reply orally and/or in writing to the deciding official. The bargaining unit employee may submit a written request for extension of the reply period to the deciding official which states the length of extension desired and the reasons for requesting the extension. The employee will be informed in writing by the deciding official whether or not an extension is granted. If the Employer amends the notice of proposed discipline during the initial reply period, the reply period will be extended for an additional fifteen (15) workdays from receipt of the amended notice of discipline.

Section 7. The bargaining unit employee and his/her Union representative shall be granted a reasonable amount of official duty time to review the material relied on to support the reasons in the notice of proposed discipline, to secure affidavits or other documentary evidence, and to prepare and present an answer to the proposed notice.

Section 8. The deciding official of the Employer will consider the specific reasons for the proposed action and the bargaining unit employee's oral and written replies, if any, before issuing a written decision to the employee. The deciding official shall be at a higher level of supervision than the proposing official and shall not have been involved in the decision to propose the action. The written decision will advise the bargaining unit employee of the specific action to be taken on the proposed discipline. If the decision sustains the proposed discipline, the bargaining unit employee shall be advised of his/her grievance rights under the negotiated grievance procedure, and/or appeal rights to the Merit Systems Protection Board, as applicable.

Section 9. Letters of suspension and letters of warning or instruction will not be placed in the bargaining unit employee's Official Personnel Folder.

Section 10. A bargaining unit employee will be given at least 30 calendar days' advance written notice of any adverse action under 5 U.S.C. 7512, and at least 15 calendar days' advance written notice of any other disciplinary action proposed. The advance notice of at least 30 calendar days

shall not apply when there is reasonable cause to believe the bargaining unit employee has committed a crime for which a sentence of imprisonment may be proposed.

Section 11. An extra copy of any notices of proposed disciplinary action and any notices of decision will be provided to the bargaining unit employee, which the employee may provide to the Union if he/she desires to seek Union representation.

Section 12. A bargaining unit employee will be given at least ten (10) workdays from the date of the letter of decision to suspend him/her before the action becomes effective, except where the Employer determines that there exists a clear and present danger to the employee, co-workers, or government property. However, the bargaining unit employee is entitled to an advance notice period of at least 30 calendar days for adverse actions under 5 U.S.C. 7512, except where the crime provision applies.

ARTICLE 37
CIVILIAN EMPLOYEE LIABILITY

Section 1. The parties acknowledge that when a bargaining unit employee is involved in loss, damage or destruction of Government property, such employee may be financially liable for damage if due to the employee's negligence, willful misconduct, or deliberate unauthorized use.

Section 2. When the approving authority issues a final decision on a report of survey holding a bargaining unit employee pecuniarily liable, the employee may contest the decision using exclusively the administrative appeals procedures set forth in applicable law and regulation. Alternatively, the employee may elect to waive the administrative appeals procedure by filing a grievance under the negotiated grievance procedure which contests the decision to hold him/her pecuniarily liable.

Section 3. If the employee elects to pursue the decision of pecuniary liability under the negotiated grievance procedure, the grievance will be treated as a Step 3 grievance. If the Employer renders a grievance decision which is unfavorable to the employee, the Union may request arbitration of the decision to hold the employee pecuniarily liable, in accordance with the procedures set forth in Article 18, Arbitration.

ARTICLE 38
PERFORMANCE APPRAISAL

Section 1. The parties agree that the performance appraisal system shall conform with the requirements of applicable laws, regulations, and the provisions of this Article. The Base System annual rating period applicable to bargaining unit employees is 1 March-28 February of each year. The Employer and the Union agree that employee participation in the establishment of the performance plan is desirable and will be encouraged.

Section 2. The performance plan will be job-related, and will be consistent with the position description and organizational goals. Employees and supervisors shall meet at least annually to discuss the performance plan to be applicable for the coming rating period. Changes made by the Employer during the rating period will be initialed by the employee and supervisor. Responsibilities/objectives shall be in writing and communicated to the employee. Performance expectations will be properly documented in accordance with applicable regulations, and a copy will be provided to the employee. If there is no agreement on the performance expectations, the Employer will decide and will so advise the employee. A notation of the disagreement will be made on the Performance Counseling/Checklist Record.

Section 3. The minimum rating period for an annual performance appraisal is 120 days. Special appraisals, when available, will be considered by rating supervisors when preparing an annual performance appraisal, and will be provided to the Senior Rater for consideration. Supervisors who leave their positions should issue special appraisals for all employees under their supervision who have been under approved performance plans for at least 120 days. Supervisors leaving their positions should issue annual appraisals for those employees who have 120 days or less remaining in their current rating periods. Employees who leave their positions to accept other Federal positions after completing at least 120 days under approved performance plans should receive special appraisals to provide to their gaining supervisors.

Section 4. Annual performance ratings are effective as of the date approved and remain the employee's current, official rating until replaced by another annual rating.

Section 5. Supervisors shall be objective in the preparation of appraisals given employees, and the performance plans should document expectations based on organizational mission and goals. If the employee believes the criteria stated in this section have not been met, he/she may grieve through the grievance procedure of this agreement with the assistance of a Union representative. All appraisals for bargaining unit employees will be prepared in accordance with applicable regulations and the following:

a. Supervisors will discuss performance expectations with the employee within the first thirty (30) days of each rating period, conduct a mid-point counseling session with the employee regarding his/her job performance, and discuss the employee's annual appraisal upon completion

of the rating period. More frequent counseling may occur as required. All such counseling sessions shall be conducted in private surroundings.

b. Identified shortcomings in the employee's performance shall be communicated to the employee. The supervisor will suggest ways for the employee to improve his/her performance in order to satisfactorily perform duties at expected levels. Employees are responsible for learning the job duties expected of them, asking questions or pointing out problems hindering performance as the need arises, and for performing to the best of their ability. Supervisory actions to assist employees in improving their performance may include additional remedial training, counseling sessions as needed, or more direct supervision. Since there is no single solution to all identified performance problems, each supervisor must determine what assistance is applicable to a particular situation for each employee.

c. The annual performance appraisal will be in written form. All appraisals will be reviewed/approved in accordance with applicable regulations.

d. A follow up discussion between the employee and the Senior Rater may be held after final approval of the appraisal.

ARTICLE 39
REDUCTION IN GRADE AND REMOVAL BASED ON UNACCEPTABLE PERFORMANCE

Section 1. Under 5 U.S.C. 4303, implementing Office of Personnel Management (OPM) and Department of Army (DA) regulations, and this agreement, a bargaining unit employee may be reduced in grade or removed for unacceptable performance. This article applies only to bargaining unit employees who have completed their probationary or trial period, except to the extent prohibited by law. Unacceptable performance means performance of a bargaining unit employee that fails to meet established performance standards in one or more critical elements of such employee's position. These actions will be based on just cause. The parties recognize that supervisors and bargaining unit employees each have responsibilities to communicate with each other about job expectations and performance results if identified performance problems are to be corrected.

Section 2. At a meeting between a bargaining unit employee and the supervisor during which the principal topic of discussion is potential action based on unacceptable performance, the employee may request to be accompanied by a Union representative during such meeting. If such a request is made, the supervisor will consider the request. If the request for Union representation is granted by the supervisor, the bargaining unit employee will be afforded a reasonable period of time to contact a Union representative before the meeting.

Section 3. Procedures:

a. Action may be initiated at any time to remove or reduce in grade a bargaining unit employee whose performance is unacceptable. Prior to issuing a notice of proposed change to lower grade or removal based on unacceptable performance, the bargaining unit employee must first be informed in writing:

(1) Of the applicable responsibility or objective he/she is failing to meet.

(2) Of performance deficiencies.

(3) Of what the employee must do to bring performance to a successful level.

(4) That he/she will be allowed reasonable time to demonstrate acceptable performance.

(5) Of how the supervisor will assist the employee during that period.

(6) That his/her performance will be evaluated at the end of this period, and unless his/her performance improves to and is sustained at an acceptable level, the bargaining unit employee may be reduced in grade or removed. If the bargaining unit employee fails to sustain an acceptable

level of performance for at least one year from the beginning date of this Performance Improvement Plan (PIP), he/she may be reduced in grade or removed without the issuance of an additional PIP.

b. Bargaining unit employees against whom reduction in grade or removal action is proposed are entitled to the following:

(1) Thirty (30) calendar days advance written notice of the proposed action, which identifies:

(a) Specific instances of unacceptable performance on which the proposed action is based.

(b) The critical elements (objectives or responsibilities) of the employee's position involved in each instance of unacceptable performance.

(2) Representation by a person of the employee's choice, so long as such service by the representative does not:

(a) Result in a conflict of interest or position,

(b) Conflict with priority needs of the government, or

(c) Whose release gives rise to unreasonable costs.

The employee will designate his or her representative, who may be a Union representative, and any changes in representative in writing to the supervisor. Upon request, the bargaining unit employee and/or his/her designated Union representative will be afforded the right to review any supporting material relied on by the Employer for the proposed reduction in grade or removal.

(3) Fifteen (15) workdays to answer orally and/or in writing, unless a written request for an extension is submitted by the employee and approved by the Employer.

(4) A written decision as soon as possible, but not later than thirty (30) calendar days after the notice period expires. The decision must:

(a) Specify the instances of unacceptable performance on which the action is based. Only instances of unacceptable performance which occurred in the one (1) year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision.

(b) Be concurred on by a higher level official than the one who proposed the action. If the decision is not rendered by a higher level official, the higher level official's concurrence must

be documented. (This requirement does not apply when the action is proposed by the Secretary of the Army.)

(c) State the effective date of the action.

(d) Inform the employee of applicable grievance and appeal rights.

(e) Inform the employee of his/her right to a Union representative.

(f) When a decision to remove an employee based on unacceptable performance has been made by the Employer, the notice of decision will be delivered to the employee before the time the action will be effective. The employee will be provided with an extra copy of the notice of decision, which he/she may provide to the Union. The Employer agrees that when a decision to reduce an employee in grade based on unacceptable performance has been made, the employee will be given ten (10) workdays from the date of the letter of decision to reduce his/her grade before the action becomes effective.

c. Prior to the final decision being rendered, improvement in the employee's performance during the notice period will be taken into account along with the employee's reply. If, as a result of the bargaining unit employee's reply or improvement in his or her performance, it is decided to withdraw or cancel the action, the employee will be so notified in writing. If the bargaining unit employee is not reduced in grade or removed as a result of his/her performance improvement during the notice period, and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice, any entry or other notification of the unacceptable performance for which the action was proposed will be removed from any Employer record relating to the employee.

Section 4. A bargaining unit employee changed to lower grade or removed for unacceptable performance under 5 U.S.C. 4303 may at his/her option appeal the matter to the Merit Systems Protection Board (MSPB), or may grieve under the negotiated grievance procedure, but not both. If the bargaining unit employee desires to contest such an action under the negotiated grievance procedure, he/she will initiate the grievance in writing at Step 3 of the negotiated grievance procedure contained in Article 17, Section 8 of this agreement. Such a grievance must be initiated not later than twenty (20) workdays from the date of the bargaining unit employee's receipt of the decision letter.

Section 5. When informal corrective actions do not result in improvement in performance and there is reason to suspect alcohol or other drug abuse, the supervisor will offer information on available services provided for in Article 44, Employee Assistance Program, and the Alcohol and Drug Abuse Prevention and Control Program (AR 600-85). Actions to reduce in grade or remove bargaining unit employees for unacceptable performance resulting from alcohol or other drug abuse will be postponed for ninety (90) calendar days for those employees enrolled in and satisfactorily progressing in an approved rehabilitation program.

Section 6. The Employer will consider deferring the action for those bargaining unit employees who provide written medical certification of a disability to the Employer which was related to the unacceptable performance. The employee will be made aware of applicable options such as disability retirement and separation-disability, and may request a Union representative for any such discussion.

ARTICLE 40
TRAINING

Section 1. The Employer and the Union agree that training and development of employees in the bargaining unit covered by this agreement are matters of importance and mutual concern. Consistent with its needs and subject to budget and travel limitations, the Employer will conduct a training and development program for bargaining unit employees in accordance with applicable laws and regulations.

Section 2. The Employer will identify training needs of bargaining unit employees and, consistent with its needs and subject to budget and travel limitations, will endeavor to provide training or retraining opportunities which will improve individual job-related skills and will contribute to overall mission accomplishment. To assist in the identification of these training needs, supervisors and bargaining unit employees will discuss training requirements at least once annually.

Section 3. The Union will encourage bargaining unit employees to keep abreast of changes occurring in their occupations, and to improve their career potential through self-development efforts. Interested employees upon request may seek guidance from the Employer regarding types of self development efforts which may enhance their job skills, knowledges, and abilities. The Employer and the Union will encourage each employee to take full advantage of available developmental activities which include Army sponsored correspondence courses, job-related courses offered by the Directorate of Human Resources, college courses offered at the Army Education Center, and courses made available by local educational institutions.

Section 4. The Employer agrees to record training accomplished of four (4) hours or more in the bargaining unit employee's Official Personnel Folder when such training is administered by the Directorate of Human Resources or a record of training is furnished to the Directorate of Human Resources. However, the parties agree that this does not relieve bargaining unit employees of the individual responsibility to insure that their Official Personnel Folders fully reflect total training accomplishments and self-development.

Section 5. The Employer will, when the need arises, identify critical skill areas for which it is likely that position vacancies will exist, and will publicize competitive promotional and training opportunities which may be announced in these areas. Competitive training and promotional opportunities offered by the Employer in critical skill areas will be in accordance with applicable merit promotion and training regulations..

Section 6. The Employer agrees that the Union shall have one primary and one alternate representative on the WSMR Training Committee. The alternate representative shall act for the primary representative in his/her absence. The Union will serve as a full participating member in

the deliberations and activities of the WSMR Training Committee in accordance with AR 690-400, Chapter 410.

ARTICLE 41
UNION-SPONSORED TRAINING

Section 1. It is agreed that the Employer will, consistent with the workload demands, approve the request of duly elected or appointed officers and stewards of the Union for leave for the purpose of attending Union conventions, conferences, seminars, and training sessions. Absences by Union officers and stewards for such Union-sponsored activities will be charged to annual leave or leave without pay, as appropriate, when the subject matter and purpose of these meetings are identified by the Employer as being internal Union business.

Section 2. Where the subject matter and purpose of a Union training session are identified by the Employer as being of mutual concern to the Employer and the employee in his/her capacity as a Union representative, and the Employer's interest will be served by the attendance of the Union representative, administrative leave will be granted by the Employer. Administrative leave for this purpose shall not exceed 800 hours per calendar year, and administrative leave for that purpose shall not exceed 40 hours per calendar year for Union representatives who serve as instructors for such training; and 32 hours per calendar year for those employees being trained.

Section 3. Requests for administrative leave to permit Union officers and stewards to attend a Union-sponsored training session must be made in writing at least two (2) weeks in advance by the Union to the Employer. Such requests will contain information about the purpose and nature of the training, location and dates of the meeting, and an agenda. The Union will be promptly notified of the Employer's decision.

Section 4. The Employer will, subject to availability and provided adequate written advance notice of at least two (2) weeks is provided by the Union, make available to the Union a meeting facility for the conduct of Union-sponsored training which is determined by the Employer as being of mutual concern to the Employer and the Union. The advance request from the Union to the Employer must specify the expected number of union officers and stewards to be trained, the date(s) and time of the planned training, and whether audio-visual support is requested.

ARTICLE 42
SAFETY AND HEALTH

Section 1. The Employer agrees to provide safe and sanitary working conditions and equipment in consonance with the standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA) and applicable Department of Defense and Department of Army regulations. The Union acknowledges the responsibility of all employees to abide by established rules, regulations, and standards relating to their health and safety, and agrees to vigorously support the installation health and safety program through encouragement of all employees to obey the aforementioned directives. In consonance with Chapter XVII Title 29, Department of Labor Rules and Regulations, the Employer agrees to post and keep posted a notice or notices informing employees of the protections and obligations provided for in the Occupational Safety and Health Act. The notice shall list the name and phone number of the designated individual to contact for safety and health matters. When Union officers and stewards are involved in representation duties, negotiations, or discussions pursuant to this Article they shall be on official time if otherwise in an active duty status.

Section 2. The Employer agrees that the Union shall have one primary and one alternate representative on the White Sands Safety and Occupational Health Council. The alternate representative shall act for the primary representative in his/her absence. The Union representative will serve as a full participating member in the deliberations and activities of the Safety and Occupational Health Council.

Section 3. Appropriate personnel as determined by the Employer will inspect all work places at least annually, and upon request of a Union official, to insure compliance with Department of the Army Occupational Safety and Health guidance. The Union representative will be notified and will have the right to participate in the inspections on official time. The Union will be provided a copy of these safety inspection reports, consistent with Privacy Act requirements.

Section 4. The Employer, in accordance with established occupational safety and health requirements, will provide suitable and approved safety equipment, personal protective equipment, and other safety devices required to provide protection to employees against hazardous conditions encountered during the performance of their particular official duties. Examples of protective devices which may be required by the Employer include safety glasses, safety shoes, ear plugs, and protective gloves. Employees shall use safety equipment, personal protective equipment, and other safety devices and procedures provided or directed by the Employer as necessary for their protection. Repair/replacement of issued safety and environmental clothing will be provided by the Employer as soon as practicable. Protective clothing and equipment issued to an employee which is in need of repair/replacement shall immediately be reported to the employee's supervisor.

Section 5. The Employer will make every effort in accordance with law and regulation to insure that employees shall not be required to work in an environment which the Occupational Health Office has determined to be unsafe to the continued health of the employees affected. The Employer shall make every effort in accordance with law and regulation to insure that no employee shall be required to perform any work on a machine or in an area where conditions exist that are unsafe or detrimental to health as determined by either the Safety Division or the Occupational Health Office. When work is required to be performed in areas where flammable vapors exist, all such areas shall be maintained so that vapor levels remain within acceptable safety parameters as determined by OSHA safety standards. The Employer also will make every effort in accordance with law and regulation to insure that no employee shall be required to work alone or without a co-worker in any area which has been identified by the Safety Division as an area in which it is dangerous to work alone.

Section 6. Employees shall comply with all occupational safety and health standards, orders, and regulations applicable to their positions. The Employer will exert efforts to see that employees work safely, and employees will report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. The Employer will assure that no restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting of an unsafe practice or condition.

Section 7. In accordance with this agreement, employees will promptly report working conditions which they believe are unsafe and/or unhealthful and which may be detrimental to their health and safety. If there is any doubt regarding the safety of existing working conditions, the problem will be referred to the appropriate installation Safety or Occupational Health official for a ruling. The employee may grieve the decision of the Safety or Occupational Health official within fifteen (15) days of the decision, or if no decision has been rendered, within thirty (30) days of the incident, at Step 3 of the negotiated grievance procedure. When it is not possible to obtain Employer concurrence beforehand, an employee may decline to perform his/her assigned task because of: (1) a reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with (2) a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. If an employee declines to perform an assigned task under such circumstances, he/she will notify the Employer as soon as possible. When the above described specific conditions are met, the employee may cease work and leave the area without a charge to leave and without fear of insubordination.

Section 8. When an employee reports an unsafe and unhealthful working condition through the normal reporting procedure and the Employer determines that imminent danger exists, the Employer shall undertake abatement and the withdrawal of exposed employees who are not necessary for abatement. Employees not needed for abatement shall follow the instructions given

to them. Whenever the Employer cannot abate such conditions within the required calendar days, it shall develop an abatement plan and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthful working conditions. Employees exposed to the conditions shall be informed of the provisions of the plan, or action shall be taken to prevent their exposure to the conditions. Such abatement will be accomplished in accordance with OSHA, 29 C.F.R. 1910 and 1960, and Department of Army regulations. Posting of notices of hazard will be accomplished in accordance with 29 C.F.R. 1910 and 1960, and the Union will be informed.

Section 9. The Employer agrees to provide immunization against communicable diseases to all employees requesting it where it is authorized by the Health Clinic Commander. As required by proper medical authority, complete physical checkups will be provided for employees engaged in work that is considered to be hazardous to their health or safety. The extent and frequency of the exams will be determined by the appropriate medical authority of the Employer in accordance with applicable regulations. Employees are authorized all available services and benefits provided for in applicable law and regulation.

Section 10. The Employer agrees to provide appropriate training (for example, but not limited to, respirator, HAZCOM, HAZMAT, asbestos) subject to budget and travel limitations to those bargaining unit employees for whom it is required to ensure safe job performance. Although employees are basically qualified to perform their duties, the Employer recognizes the need for specific training and update training to promote employee safety and a minimum loss of staff hours due to preventable injuries. Such training includes instructions in proper work methods to be used in specific job assignments, and proper use of required personal protective equipment. The Employer also agrees to consider training suggested by the Union in order to continually provide a safe workplace. Additionally, supervisors shall instruct employees in safe working procedures and practices and shall make available to all employees the regulations relating to safety and health.

Section 11. Workplaces such as buildings and warehouses shall be maintained at temperature levels appropriate to the nature of the workplace and the type of work being performed, in accordance with applicable regulations.

Section 12. When an employee is required to work alone in a remote area, he/she will be required to report, by telephone or two-way radio if available, at least every two hours to his/her assigned shop or office. Supervisors or their designated representative will visit the employee assigned to the remote area at least twice during the shift if a telephone or two-way radio is not available at the remote site. In the event of an emergency and when no other means of contacting the employee are available, the Law Enforcement/Security Guard Division will be requested by the supervisor to check on the person's safety.

Section 13. In accordance with Executive Order 12196, when an employee reports a hazardous condition, the Employer shall require an inspection within 24 hours for imminent dangers, 3

working days for potentially serious conditions, and 20 working days for other conditions. Employees making these reports to the Employer may request anonymity.

ARTICLE 43
ON THE JOB INJURY OR ILLNESS

Section 1. Employees will personally report to their supervisor as soon as possible regarding all injuries or illnesses which occur on the job. If the employee is physically unable to do so, this may be accomplished by a Union representative or a personal representative.

Section 2. In case of serious on-the-job injury or illness or death of an employee, the Employer will notify the appropriate Union representative as soon as practicable.

Section 3. Upon becoming aware that an employee under his/her supervision has suffered an on-the-job injury, the supervisor will insure that the employee receives prompt medical treatment as required. The employee then will be informed by the Employer of the procedures for filing claims for benefits under the Federal Employees' Compensation Act. A Union representative may be in attendance at this meeting when requested by the employee. When an employee sustains an on-the-job injury, no matter how slight, the injured employee, or someone acting on his/her behalf, must fill out a Form CA-1 (Notice of Injury) as soon as possible, but not later than thirty (30) days following the occurrence. Employees who develop an occupational disease resulting from their employment must give notice by completion of a Form CA-2 (Notice of Occupational Disease). Employees will be furnished copies of the Forms CA-1 or CA-2 as applicable. The Employer will insure to the extent possible the forms are properly completed. Additional information will be provided by a representative of the Directorate of Human Resources if the employee desires to make an appointment for this purpose.

Section 4. Employees who are injured on the job will be initially referred to the installation Medical Treatment Facility (MTF) for evaluation and emergency treatment consistent with the nature and extent of the injury. However, following the MTF medical evaluation, the employee retains the right to receive follow-on treatment for the injury from a physician of his/her choosing, in accordance with applicable law. If the local MTF has the capability of providing the necessary initial treatment, such treatment will be provided to the employee, unless the employee exercises his/her right to refuse MTF care and be treated by a physician of his/her choice. If after receiving treatment at the MTF for an on-the-job illness or injury, the employee has been instructed to see his/her attending physician, but may still, in the opinion of the Employer's attending medical authority, require a brief period of recuperation before leaving the MTF, the Employer agrees on a case-by-case basis to allow the employee a reasonable period of time for such recuperation at the MTF. Employees treated and released to return to their work site will be expected to do so before seeing their attending physician for any necessary follow-up treatment. Employees returning to their work site under this situation will be assigned duties for the remainder of that day consistent with any limitations imposed by the MTF.

Section 5. On the day of an on-the-job injury which occurs during the employee's regular tour of duty, time spent related to evaluation and treatment of the injury will be considered duty time for

pay purposes. No overtime will be authorized for time spent in medical evaluation and treatment which occurs after normal duty hours, unless the employee is already working in an approved overtime status when the on-the-job injury occurs.

Section 6. The Employer and the Union agree that bargaining unit employees and their supervisors should cooperate in promptly and correctly completing appropriate claim forms and any other necessary documents, and will forward them to the Directorate of Human Resources. When an employee designates in writing a Union representative by name to assist in applying for workers' compensation benefits, the representative, consistent with the Privacy Act, will be authorized to review all documentation relating to the claim which the employee is entitled to review. The Employer shall process and promptly forward to the Office of Workers' Compensation Programs (OWCP) employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

Section 7. When an injured employee is released by his/her physician to return to light duty temporarily while recovering from his/her on-the-job injury or illness, and the Employer's medical authority concurs, maximum efforts will be made by the Employer to assign the employee light duty consistent with his/her medical limitations. The medical certificate provided to the Employer will clearly set forth the specific physical limitations required and the expected duration of the light duty period. The Employer agrees that where differences of medical opinion occur, necessary consultation between the Employer's and employee's physicians will be undertaken.

Section 8. An employee who is injured on the job and subsequently is found to be permanently disabled for his/her assigned position will be afforded reasonable consideration for placement by the Employer in existing job vacancies [which may be General Schedule (GS) or Wage Grade (WG)] at the same or lower grade which are consistent with the employee's job qualifications and physical limitations. If such placement is not possible, the employee will be made aware of applicable options such as disability retirement, workers' compensation, and separation-disability.

Section 9. Employees who become ill because of exposure to conditions produced in the work environment over a period longer than one (1) workday, such as exposure to poisons or fumes or other continuing hazards should give notice of occupational disease by completing a Form CA-2. Approved sick or annual leave taken due to exposure to a hazardous condition in the work environment may be repurchased in accordance with OWCP procedures when the claim has been approved. When the Employer determines that imminent danger exists due to an unsafe or unhealthful condition in the work environment, the Employer shall undertake abatement procedures and the withdrawal of exposed employees who are not necessary for abatement, as described in the Safety and Health article.

ARTICLE 44
EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Union and the Employer jointly recognize the need for an Employee Assistance Program. The Employee Assistance Program is established to help employees with health problems such as alcoholism or drug abuse, or with other personal problems that may result in impaired job performance. This program is available to all employees and is conducted in a confidential manner consistent with law and applicable regulation such as AR 600-85. The Union will be provided with copies of any informational material about the Employee Assistance Program that is made available to employees. Copies of this material also may be obtained from the employee's supervisor, the Directorate of Human Resources, or the Union.

Section 2. The parties recognize that medical or behavioral problems of an employee and/or members of his/her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance, attendance, or conduct. Employees with these illnesses shall receive the same careful consideration and respect as employees who have other illnesses. It is in the best interests of both the Employer and the Union to assist bargaining unit employees in recovering from these illnesses. The Union therefore agrees to support the Employee Assistance Program of the Employer.

Section 3. A key element in assisting an employee in need of rehabilitative treatment is for the employee to recognize the problem and be willing to accept treatment. Participation by bargaining unit employees in all aspects of the Employee Assistance Program is voluntary. No unit employee will have his/her job security or promotional opportunities jeopardized by his/her request for counseling or referral assistance, except as may be limited by applicable law. The confidential nature of records of unit employees enrolled in the Employee Assistance Program will be preserved in the same manner as medical records. These records will not become part of the employee's Official Personnel Folder (commonly referred to as the 201 file).

Section 4. If the employee enters the Employee Assistance Program, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulations. The initial counseling session with a designated Employee Assistance Program representative will be conducted on official duty time. The employee will be granted Union representation at the initial counseling session upon request. The employee normally will be granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the Employee Assistance Program.

Section 5. If the employee declines to participate in the Employee Assistance Program, and performance, attendance or conduct deficiencies continue, the supervisor will advise the employee that he/she has a choice of either entering the Employee Assistance Program and seeking assistance, or accepting the consequences of disciplinary or adverse action for continuing deficiencies. The employee will be granted Union representation upon request.

Section 6. The Employer and the Union agree that when alcohol or drug abuse or other personal problems of the employee interfere with the efficient and safe performance of the employee's assigned duties, reduce dependability, or result in unacceptable conduct, this becomes the legitimate concern of the Employer. The Employer is concerned with the accomplishment of agency missions and the essential need to maintain employee productivity and has no interest in employee's private lives.

Section 7. The Employee Assistance Program has been established by the Employer to provide non-disciplinary procedures by which an employee with alcohol or other drug problems, or personal difficulties is offered counseling, referral, and rehabilitation assistance in order to return his/her job performance, attendance, or conduct to acceptable levels. Therefore, the parties agree that continued unsatisfactory work performance, attendance, or conduct related to these problems, in cases where the employee refuses rehabilitation assistance, or fails to achieve satisfactory results in rehabilitation, will result in the Employer taking corrective action in accordance with law and applicable regulations.

Section 8. If the Employer reasonably believes that the employee's deficiencies are related to alcohol, drug, or personal problems, the Employee Assistance Program office may be consulted for advice and recommendations. The Employer depends upon supervisors of bargaining unit employees to be alert to any deterioration in the performance, attendance, or conduct of assigned employees, and will document specific instances in which a bargaining unit employee's work performance, attendance, or conduct fails to meet minimum standards, or instances in which the employee's pattern of performance appears to be deteriorating. The Employer then will conduct an interview with the employee which focuses on noted deficiencies in attendance, performance, or conduct, and will advise the employee of the existence of the Employee Assistance Program. This interview will emphasize work deficiencies, and no attempt will be made to diagnose the personal or health problems of the employee. If the employee voluntarily acknowledges a personal or health problem which is adversely affecting work performance and requests the services of the Employee Assistance Program, the Employer will refer the employee, and will advise him/her that the Union is available to assist the employee in this effort.

Section 9. In accordance with AR 600-85, initiation of disciplinary and adverse actions for performance, attendance, or conduct deficiencies related to alcohol or other drug abuse will be postponed for 90 consecutive calendar days only for employees who enroll in and satisfactorily progress in the Employee Assistance Program, unless retention in a duty status might result in damage to Government property or personal injury to the employee or others. Information pertaining to the employee's enrollment and progress in the program can be obtained only with the employee's consent by means of his/her signature on a DA Form 5017-R. Suspension of disciplinary or adverse actions for 90 days will apply only to employees who have a signed DA Form 5017-R, consent form, on file. If the employee refuses rehabilitation assistance, or upon completion of the 90 day period fails to achieve satisfactory performance, attendance, or conduct, appropriate adverse action may be taken. Previously initiated adverse actions in which the final decision letter has not been issued to the employee will be postponed upon the employee's

enrollment in the Employee Assistance Program, provided the employee has not previously refused rehabilitation assistance. Such adverse action may be continued if, at the end of the 90 consecutive calendar days rehabilitation period, job performance, attendance, or conduct is unsatisfactory, or if at any time during the 90 day rehabilitation period the employee refuses such assistance. Once an adverse action has been initiated against an employee who previously refused rehabilitation assistance or did not successfully complete rehabilitation, the proposed adverse action need not be delayed as a result of the employee's subsequent request for rehabilitation. The employee will be advised of his/her right to Union representation.

Section 10. Supervisory and employee training regarding the Employee Assistance Program will be presented by the Employer as needed in accordance with AR 600-85. Union officers and stewards may attend such training offered to supervisors on official time. As required, the Employer will publicize the Employee Assistance Program, to include assurances of confidentiality for participants.

ARTICLE 45
DRUG TESTING

Section 1. The Employer agrees that its specimen collection and drug testing program for bargaining unit employees occupying testing designated positions will be conducted in accordance with the provisions of applicable law, regulation, and Executive Order.

Section 2. The Employer will provide briefings for bargaining unit employees subsequently identified as occupying testing designated positions at least 14 days prior to implementing drug testing for those employees. The Union will be notified of these briefings, will be entitled to attend, and will be entitled to speak for up to ten (10) minutes at these briefings. Bargaining unit members required by the Employer to report to a designated collection site to provide a urine specimen will be provided transportation to the collection site. Travel time to the collection site and back to the employee's assigned work location will be in a duty status.

Section 3. The Employer agrees that any temperature measuring device used will not contaminate the specimen when the temperature of urine specimens is taken.

Section 4. If the employee fails to provide a specimen containing at least sixty (60) milliliters of urine, the employee will remain at the collection site and will be given a reasonable amount of liquid to drink for the purpose of providing the required specimen. If after a reasonable period of time the employee still has not provided the required amount of specimen, the Employer will determine if that collection process will be terminated for that day.

Section 5. An employee with a positive drug test result will be entitled to Union representation upon request at any meeting between the employee and management representatives concerning the positive test result. The Employer will advise the employee of this right.

Section 6. The Employer will provide access to its Employee Assistance Program to any employee with a positive test result who desires rehabilitation assistance.

Section 7. When there is a reasonable suspicion that the employee uses illegal drugs, the Employer may test a bargaining unit employee. The employee who has been tested can request that the Employer provide a detailed written explanation of the reason for requiring such test.

Section 8. If the Employer has reason to believe that a particular employee may alter or substitute a urine specimen, a second specimen will be obtained from the employee as soon as possible under the direct observation of a same gender collection site representative. The employee who has been required to provide a second specimen under direct observation can request that the Employer provide a detailed written statement of the reason for this action.

Section 9. Employees will not be required to disclose the legitimate use of a specific drug prior to drug testing. Employees will have an opportunity to provide medical documentation to the Employer when they believe a confirmed positive test could have resulted from legally prescribed medication or which is approved by the Food and Drug Administration and commercially available in the United States. In interpreting a positive test result, medical officials of the Employer will examine alternate medical explanations for such a result.

Section 10. The Employer agrees that selection of an employee for drug testing on a random basis is in accordance with applicable law and regulation and is for purposes of drug testing alone, rather than a suspicion of drug use or an attempt to punish a particular employee for some other reason.

Section 11. The Union can request and will be given copies of all laboratory proficiency results that are provided to the Employer.

ARTICLE 46
SMOKING POLICY

Section 1. The parties agree to support the established installation smoking policy, and to solicit the cooperation of bargaining unit members (both smokers and non-smokers) in complying with the policy. Smoking is prohibited in the Employer's facilities, and those who smoke must do so outside.

Section 2. Smoking areas will be designated, when possible, which are reasonably accessible to employees and provide a measure of protection from the elements. These areas will be reasonably beyond the points of ingress/egress and away from potential fire hazards.

Section 3. The parties agree that concerns from smokers or non-smokers in the bargaining unit that may arise regarding compliance with this smoking policy will be addressed by the parties on a case by case basis.

ARTICLE 47
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Section 1. The Union and the Employer affirm their joint opposition to any unlawful discriminatory practices based on race, color, religion, sex, national origin, age, or handicapping condition. The parties believe that providing equal opportunity in employment practices is necessary to achieve full utilization of employee's skills and abilities.

Section 2. In accordance with the Equal Employment Opportunity Policy and governing regulations, the Employer and the Union agree to cooperate in promoting the full realization of equal employment opportunity through a positive and continuing effort.

Section 3. An employee who believes that he/she has been discriminated against may pursue his/her dissatisfaction through statutory EEO complaint procedures. Allegations of discrimination have been excluded from the scope of the negotiated grievance procedure.

Section 4. The Employer agrees that the Union shall have one primary and one alternate representative to the Equal Employment Opportunity Affirmative Action Committee. The alternate representative shall act for the primary representative in his/her absence. The Union representative will serve as a full participating member in all activities and deliberations of the committee.

ARTICLE 48
HANDICAPPED EMPLOYEES

Section 1. The Employer acknowledges its obligations to provide, where feasible, reasonable accommodation for qualified handicapped employees in the bargaining unit which will allow them to perform the essential duties of their positions. In fulfilling its obligation, the Employer will comply with applicable laws and regulations. If a qualified handicapped employee cannot be reasonably accommodated, he/she will be advised by the Employer of the basis for this decision and of the rights available to the employee.

Section 2. The Employer will consider requests from mobility-impaired employees to adjust their work schedules to allow safe and unimpeded entry to, and exit from, the immediate work area. In no case will the hours of work be reduced. Such requests will be reviewed on a case-by-case basis, and each decision will be based on the merits of each case.

ARTICLE 49
SEXUAL HARASSMENT

Section 1. Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship. The Employer is committed to a work environment free from unsolicited and unwelcome sexual overtures. Sexual harassment debilitates morale and interferes with the productivity of the organization.

Section 2. Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusing to take a personnel action such as a promotion depending upon an employee's submission to or rejection of such behavior.

Section 3. Sexual harassment involves deliberate or repeated unsolicited comments, gestures, or physical contact of a sexual nature which are unwelcome, or the creation of a hostile work environment.

Section 4. The Employer's policy on the prevention of sexual harassment will be issued and posted on official bulletin boards.

Section 5. The Employer retains the right to administer appropriate discipline in instances where any individual has been properly found to have engaged in sexual harassment, in accordance with applicable laws and regulations.

Section 6. If a bargaining unit employee believes that sexual harassment has occurred, he/she may pursue the matter through the statutory EEO complaint procedure.

ARTICLE 50
PROTECTIONS AGAINST PROHIBITED PERSONNEL PRACTICES

Section 1. The Employer and the Union recognize that personnel management should be implemented consistent with the statutory merit system principles set forth in Section 2301 of Title 5, United States Code (U.S.C.).

Section 2. All personnel actions, as that term is legally defined in Section 2301 of Title 5, U.S.C., must be taken consistent with merit system principles. Specific prohibited personnel practices which constitute violations of merit system principles are set forth in Section 2302 of Title 5, U.S.C. A bargaining unit employee who believes he/she has been subjected to a prohibited personnel practice should contact the Union for assistance and information regarding applicable procedures for contesting such action. Sections 2301 and 2302 of Title 5, U.S.C. are available for review by bargaining unit employees at the Directorate of Human Resources, or may be obtained from the Union.

ARTICLE 51
WHISTLEBLOWER PROTECTION

Section 1. The Employer and the Union have included the following statutory requirement in this agreement as information for supervisors and bargaining unit employees.

Section 2. Congress has determined that it is a prohibited personnel practice to take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee because of any disclosure of information by the employee which he/she reasonably believes evidences (a) violation of any law, rule, or regulation; or (b) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety. Employee disclosures of information meeting the above statutory criteria are referred to as whistleblowing. However, whistleblowing does not include an employee disclosure that is specifically prohibited by law or required by Executive Order to be kept secret in the interest of national defense or foreign affairs, unless such information is disclosed to the Special Counsel, the Inspector General of the agency, or an employee designated by the head of the agency to receive it.

ARTICLE 52
REDUCTION-IN-FORCE

Section 1. The Employer and the Union jointly recognize that occasions may arise where adjustments of the workforce may be necessary by Reduction-in-Force (RIF). Through careful planning and use of other administrative techniques, the Employer will attempt to minimize the adverse impact of a RIF on bargaining unit employees. This agreement and Office of Personnel Management (OPM) and Department of the Army regulations covering RIF procedures for employees in the competitive service will be utilized by management in carrying out its responsibilities throughout the RIF process.

Section 2. A personnel action must be taken under RIF procedures when both the action to be taken and the cause of the action meet the following criteria. The criteria are as follows:

a. Action to be taken is release of an employee from a competitive level by

(1) Separation;

(2) Furlough for more than 30 days;

(3) Demotion; or

(4) Reassignment requiring displacement; and

b. Cause of the action is

(1) Lack of work;

(2) Shortage of funds;

(3) Insufficient personnel ceiling;

(4) Reorganization;

(5) An individual's exercise of reemployment rights or restoration rights; or

(6) Reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a RIF in the employee's competitive area and when the RIF will take effect within 180 days.

Section 3. The Employer agrees to inform the Union in writing of an impending RIF affecting bargaining unit employees as far in advance of the RIF notices as practicable. At that time the

Union shall request impact and implementation bargaining in accordance with Article 16, Negotiations.

Section 4. A specific RIF notice letter will be given to affected bargaining unit employees. Department of Defense (DoD) policy provides that RIF notices will not be issued with an effective date for separation during the period 15 December through 3 January, nor will any such RIF notices be issued for delivery to employees during this period, unless specific approval has been obtained from the Department of the Army. In accordance with applicable OPM regulations, the notice will be issued not less than sixty (60) calendar days prior to the effective date of the RIF. Under the authority of section 4433 of Public Law 102-484, Department of Defense (DoD) employees are authorized a specific RIF notice letter not less than one hundred twenty (120) calendar days prior to the effective date of a RIF which would involve the separation of fifty (50) or more employees in the competitive area. The law is applicable to DoD employees separated on or after 21 January 1993 and before 1 February 1998. For a RIF involving less than 50 RIF notices of separation, the OPM requirement for at least a 60 calendar day written notice applies. If section 4433 of Public Law 102-484 is not extended to include RIF separations occurring on or after 1 February 1998, applicable OPM RIF notice requirements will apply. Specific RIF notices will include but not be limited to:

a. The specific RIF action to be taken.

b. The effective date of the action.

c. The employee's competitive area, level, sub-group, and service date.

d. The place where the employee should review the regulation and records pertinent to his/her case.

e. If applicable, the reasons for retaining a lower standing employee in the same competitive level due to continuing exception or temporary exception.

f. Grade and pay retention information.

g. The reason(s) this is the best offer available.

h. The employee's appeal rights to the Merit Systems Protection Board (MSPB).

i. Information on all applicable out-placement programs.

Section 5. In the event of a RIF, existing vacancies in the competitive area will be utilized to the maximum extent practicable to place bargaining unit employees in continuing positions who would otherwise be separated. In addition, adversely affected bargaining unit employees may be

considered for vacancies in other competitive areas at the installation after placement consideration in their competitive area has been completed.

Section 6. The Union will render its assistance in communicating to bargaining unit employees the reasons for the RIF through normal representational duties. At all stages of the RIF process, the Union will have the opportunity to review all applicable job descriptions and retention registers, including any updated or changed job descriptions or registers. In addition, all documents which relate to the need and purpose of the RIF and are legally releasable will be made available to the Union throughout the RIF process.

Section 7. Where it is determined by the Employer that an employee being separated fails to fully qualify for a vacant position for which being considered but meets all established minimum requirements and possess the specialized skills and abilities to satisfactorily perform the duties of that position without undue interruption to the work program, the employee may be placed in the position. Consistent with its needs, the Employer will provide these employees with such training and assistance it determines necessary for satisfactory performance in the position.

Section 8. To the extent possible, the Employer will consider placing temporary employees in continuing temporary positions for which they qualify.

Section 9. If the Employer determines that the training of displaced employees would make a direct contribution to the employee's placement in lieu of separation, reasonable amounts of training on a case-by-case basis will be made available at government expense.

Section 10. The Union will be notified of all individual RIF actions involving bargaining unit employees at least five (5) workdays prior to the issuance of RIF notices to these employees. This will be accomplished by affording the Union an opportunity to review RIF placement records prepared by the Directorate of Human Resources. Such records will include employee's name, grade, job title, and organization; job title and grade of position offered, if applicable; or separation, if applicable.

Section 11. The Employer and the Union have agreed to the following local RIF rules.

a. In a RIF involving bargaining unit employees in a competitive area, these rules will apply in addition to any mandated rules, i.e., OPM, DoD, DA, AMC, TECOM. Mandated rules will always take precedence over local rules.

b. Cut-off dates for updating Official Personnel Folder (OPF), submission of performance ratings, and determination of the four (4)-year period for the three (3) most recent performance ratings of record will be negotiated in advance of the date established for RIF.

c. The local commuting area means the geographic area that usually constitutes one area for employment purposes.

(1) For the main post area this includes the cities of El Paso, Texas (45 miles); Las Cruces, New Mexico (26 miles); Alamogordo, New Mexico (48 miles); and Tularosa, New Mexico (60 miles).

(2) For the Holloman Air Force Base/King I area, this includes the cities of Alamogordo, New Mexico (9/15 miles); Tularosa, New Mexico (21/22 miles); White Sands Missile Range, New Mexico (39/45 miles); and Las Cruces, New Mexico (57/63 miles). It does not include the city of Carrizozo, New Mexico (67/68 miles).

(3) For the HELSTF area, this includes the cities of Alamogordo, New Mexico (27 miles); Tularosa, New Mexico (39 miles); Las Cruces, New Mexico (41 miles); and White Sands Missile Range, New Mexico (23 miles). It does not include the city of El Paso, Texas (68 miles).

(4) For the Oro Grande area, this includes the cities of El Paso, Texas (55 miles); Las Cruces, New Mexico (54 miles); Alamogordo, New Mexico (38 miles); Tularosa, New Mexico (50 miles); Holloman Air Force Base, New Mexico (47 miles); and White Sands Missile Range, New Mexico (20 miles).

(5) For the Rhodes Canyon Range Center area, this includes the cities of Tularosa, New Mexico (29 miles); Alamogordo, New Mexico (41 miles); and White Sands Missile Range, New Mexico (60 miles).

(6) For the Stallion Range Center area, this includes the cities of Socorro, New Mexico (28 miles) and Carrizozo, New Mexico (58 miles).

d. The period for crediting performance ratings will be four (4) years prior to the cut-off date. The effective date of the performance rating is the actual final approval date of the rating.

e. Vacancies will be used to the greatest extent possible to place displaced employees. Vacant positions may be filled at the full performance grade level, or restructured to lower grades. For assignment to a vacancy, OPM qualifications may be waived as determined by the Employer. When several vacancies are available, the Employer will determine which vacancy to offer first.

f. Bargaining unit employees who submit a signed SF-52-B request specifying retirement/ resignation during the RIF period will not be allowed to withdraw their request if they would then be affected by the RIF. If withdrawal of the retirement/resignation would not have an affect on the RIF, the request can be approved.

g. In the event of a tie between competing employees, the OPM approved method of using a random number approach based upon the last digit of the Social Security Account Number will be applied.

h. In RIF, some employees will be assigned to positions requiring drug abuse testing, physical agility testing, or possession of a Commercial Drivers License (CDL) without first having to take

the required tests. After assignment to such a position, employees will be issued a notification letter and condition of employment form and the appropriate test/certification will be accomplished by the employee. Any CDL testing/licensing fees must be paid for by the employee. On-the-job training and use of an associated vehicle required for training/testing purposes may be provided by the Employer. Testing/training requirements will be determined by the Employer on a case-by-case basis.

i. As a general exception, placement offers may be made that would result in supervisory relationships between relatives when the employee's rights cannot be satisfied otherwise. However, after the offers have been made and accepted, but prior to the effective date of the RIF, approval for individual exceptions will be requested from the activity commander. In accordance with applicable Department of Army regulation, approved exceptions will be reviewed annually by the Employer for propriety, and the Union will be informed of the results of the annual review.

j. The "fully qualified" requirement is applicable when one employee displaces another through bump or retreat of any employee. Bump means the assignment of an employee to a position held by another employee in a lower group, or in a lower subgroup within the same tenure group. Retreat means the assignment of an employee to a position held by another employee with lower retention standing in the same subgroup in a different competitive level.

k. A full-time employee may not bump or retreat to a position held by an other-than-full-time employee. The Employer may, at its discretion, choose to offer a vacant other-than-full-time position to a full-time employee, or to offer a vacant full-time position to an other-than-full-time employee in lieu of separation by RIF. If the Employer exercises its discretion to do so, the Union will be notified in writing.

l. When the Employer elects to use a vacancy as an offer of RIF assignment, and has so advised an employee of this offer in a RIF notice letter, the vacant position will not subsequently be cancelled during the notice period solely to deprive that employee of a RIF placement offer. If the vacancy is cancelled by the Employer for valid management reasons, the Employer will furnish the Union cogent reasons for the cancellation.

Section 12. The Employer agrees that in a RIF of bargaining unit employees, all existing out-placement programs will be fully utilized, to include the DoD Priority Placement Program (PPP) for bargaining unit employees who are being changed to a lower grade, and the Reemployment Priority List (RPL). Eligibility for the RPL is contingent upon registering within thirty (30) calendar days after the RIF separation date. The primary aim of these programs will be to find a position in the federal service for each affected bargaining unit employee commensurate with that employee's skills and experience.

Section 13. The Union and the Employer will jointly encourage each employee to see that his/her Official Personnel Folder is up-to-date as soon as a RIF is announced. The Employer will work with affected bargaining unit employees in registering in existing out-placement programs and

assuring that their Official Personnel Folders are current. The Employer agrees to allow designated Union representatives to be present to assist the bargaining unit employee during the registration process, provided the request is made in writing by the employee and acknowledged by the Union. Out-placement program eligibilities will be discussed during the registration process in accordance with pertinent program regulations. The duration of a bargaining unit employee's registration in out-placement programs will vary depending upon the specific program(s) for which each employee is registered.

Section 14. Adverse actions resulting from RIF are only appealable to the Merit Systems Protection Board.

ARTICLE 53
TRANSFER OF FUNCTION AND REORGANIZATION

Section 1. The Employer and the Union jointly recognize that occasions may arise where adjustments of the workforce may be necessary by transfer of function or reorganization.

a. Transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except where the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

b. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

Section 2. Occasionally, a function of the Employer may be transferred to another installation or from one competitive area to another. The Employer will advise the Union in writing of a transfer of function or reorganization. At that time the union shall request bargaining in accordance with the procedures set forth in Article 16, Negotiations.

Section 3. The Employer, to the extent practicable, may consider for vacancies at the installation those employees who decline to transfer with their function and are scheduled for separation. The Employer and the Union recognize that, if considered, the employee must be qualified for the vacancy being filled, and that referral for, and placement in, such a position is not mandatory.

Section 4. Employees who decline to transfer with their function may be separated. Adverse actions resulting in separation for failure to transfer with a function, or adverse actions directly related to a reorganization may be appealed to the Merit Systems Protection Board.

ARTICLE 54
CONTRACTING OUT

Section 1. The Employer agrees that any contracting out of work normally performed by bargaining unit employees will be in accordance with applicable laws.

Section 2. The Employer will meet and discuss with the Union any review of a function for contracting out work within the bargaining unit which would displace bargaining unit employees thirty (30) days prior to any such review. The Employer will accept and consider input and recommendations from the Union regarding data to be included in the Performance Work Statement (PWS), prior to its finalization, and will consider the views of the Union regarding other aspects of the contracting out study throughout the process. Throughout the contracting out decision process the Employer will provide to the Union material requested and allowable for release under government regulations and the Freedom of Information Act, and will keep the Union fully informed of any planned reorganization within or involving the Employer which results from a decision to contract out.

Section 3. The Employer will notify the Union no later than seven (7) work days after it makes a final decision on contracting out of work performed by bargaining unit employees who will be adversely affected by the decision. When a decision is made to contract out work performed by adversely affected bargaining unit employees, the Employer will negotiate with the Union with respect to the impact of the contracting out on bargaining unit employees, and will make reasonable efforts to minimize the adverse consequences of its decision on those employees. The Employer agrees to consider retraining and reassignment for those bargaining unit employees who might otherwise be separated under Reduction-in-Force (RIF) procedures, consistent with the remaining mission requirements and staffing needs of the Employer.

Section 4. The Employer agrees that if a contract is awarded which displaces bargaining unit employees, it will apprise the contractor of the right of first refusal requirement for displaced bargaining unit employees for employment openings with the contractor in positions for which they are qualified.

ARTICLE 55
DURATION OF AGREEMENT

Section 1. When this agreement has been signed by the parties, it shall be submitted to the Defense Civilian Personnel Management Service (DCPMS) for approval in accordance with 5 U.S.C. 7114(c). The agreement shall remain in effect for a period of three (3) years from the date of its approval by the DCPMS, or the 31st day after it has been signed by the parties, if the agreement has been neither approved nor disapproved by that date. It shall be automatically renewed for three (3) year periods thereafter unless either party shall notify the other party in writing not more than 105 calendar days nor less than 60 calendar days prior to the termination date or any subsequent anniversary date of its desire to renegotiate the agreement. It is agreed that if such notice to renegotiate has been given, this agreement shall remain in full force and effect in order to provide the parties an opportunity to renegotiate the contract. Any amendments or supplements that may be subsequently negotiated shall remain effective concurrent with the basic agreement.

Section 2. Amendments and supplements to this agreement may be negotiated by mutual consent of the parties after a reasonable period of time from date of approval of the basic agreement, or may be negotiated at any time when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

Section 3. Within a reasonable period of time after a change in applicable laws or the regulations of appropriate authorities which affect the provisions of this agreement, the party requesting negotiation will notify the other party in writing of the necessity to amend or supplement the agreement, citing the pertinent law or regulation and the article(s) of this agreement affected. When such notice is given, representatives of the Employer and the Union will meet in accordance with Article 16, Negotiations, to negotiate the requested amendment(s) or supplement(s). Amendments and supplements will become effective on the date of approval by the DCPMS, or on the 31st day after signing by the parties, if they have neither been approved or disapproved by DCPMS. In accordance with the Civil Service Reform Act (CSRA), changes in laws or regulations of appropriate authorities which invalidate articles or sections of this agreement will not have the effect of nullifying the total agreement.